



# Home Protector Extra Insurance Policy

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

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

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

may be contacted at:  
Unit G.04 West One,  
Europort Road, Gibraltar  
Telephone: (+350) 200 79520  
Fax: (+350) 200 70942

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

We will provide insurance in terms of this Policy and its Schedule 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.

### **HOW TO USE YOUR POLICY**

We welcome You as a Policyholder of Argus Insurance Company (Europe) Limited. Please read this Policy Booklet together with Your Schedule. These set out the cover You have chosen, plus any limits that apply. If You are not satisfied with the details or the policy does not cover Your needs, please return the Schedule to Your insurance adviser.

### **THE CONTRACT OF INSURANCE**

This 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 agree otherwise, this contract shall be subject to Maltese Law and to the exclusive jurisdiction of the Maltese Courts.

## USE OF LANGUAGE

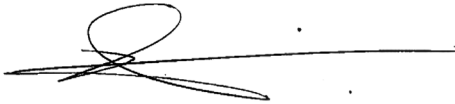
Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## CHANGES WE NEED TO KNOW ABOUT

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

- The people to be insured;
- The sums insured are not adequate;
- Your home is to be left unoccupied for more than 30 days consecutive; and/or
- Criminal convictions or cautions of the people insured.

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.



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

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

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

Trident Park, 8B Level 5, Notabile Gardens,  
Mdina Road, Central Business District Zone 2,  
Birkirkara CBD 2010, Malta

Tel: +356 2342 2000 Fax: +356 2342 2190  
claims@argus.mt www.argus.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 I 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.

## DEFINITIONS

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

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

Argus Insurance Company (Europe) Limited.

### **Proposal**

The Proposal Form and any other information provided by You or on Your behalf,

### **Period of Insurance**

The Period shown in the Schedule and any further period of time which We have accepted Your premium.

### **Home**

The private house or self-contained flat at the address shown in the Schedule.

### **Policy Holder/Your/You**

Those named in the Schedule as the Insured.

### **The Schedule**

The Schedule is part of this Policy. Whenever there is a change in the terms of Your insurance contract, You will be given a fresh Schedule. The Schedule gives details of the Policyholder, the Period of Insurance, the property insured, the amounts insured, any endorsements, and the insured address.

### **Endorsement**

A change or alteration to the terms of the Policy.

### **Betterment**

The resulting improved condition following replacement of damaged items.

### **Buildings**

- The home and domestic outbuildings. greenhouses including interior decorations.
- Underlying or interconnecting garages.
- Swimming pools excluding related equipment which is insurable under the Contents Section, tennis courts, patios, terraces. drives, footpath, walls, gates, hedges and fences, walls (including rubble walls).
- Aerials and masts, satellite dishes, solar water heaters, photovoltaic systems and water storage tanks.
- Parquet flooring, wall paper and murals.

- Burglar alarm and fire alarm systems and air-conditioning equipment.
- Stair and passenger lifts and Your share of common areas.
- Domestic fixed fuel tanks, including LPG tanks (subject to the installation having been certified by the competent authority).
- Including landlords fixtures and fittings.

All situated at the Home shown in the Schedule and owned by You or for which You are legally responsible.

## **Contents**

- Furniture and all other household goods and other articles in the home or its domestic outbuilding or garages owned by any member of Your household.
- Clothing and other 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.
- 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.
- Fitted kitchen furniture and built-in appliances which form part of the fitted units.
- Built-in wardrobes.
- Fixed swimming pool equipment including vacuum pump and other machinery.

## **This does not include the following:**

- Motor vehicles, caravans, trailers, boats, canoes, surfboards, sailboards, overcraft, aircraft, gliders and any accessory which is designed to be used with any of these.
- Trees, bushes or plants of any kind (but not houseplants which You usually keep in Your buildings).
- Interior decorations.
- Plans, drawings, securities (stocks & shares), certificates or documents of any kind except those defined as money.

- Property owned or used totally or partly for business purposes or connected with any employment unless specifically included under the Schedule.
- Burglar alarm and fire alarm systems and domestic air-conditioning equipment.
- Any living creature.
- Property more specifically insured by this or any other policy.

### **Valuables**

Articles made of precious metal including gold and silverware, jewellery, furs, pictures, works of art, collections of coins, medals or stamps, clocks, watches, video and photographic cameras, hifi equipment, computer equipment, portable and non-portable computer and other electronic equipment and musical equipment.

### **Personal Effects**

Articles normally worn, used or carried about by the person in everyday life This does not include tools or instruments used or held for business or professional purposes.

### **Motor Vehicles**

Mechanically or electrically propelled vehicles (other than domestic garden equipment and motorized wheelchairs) caravan, aircraft or watercraft.

### **Bicycles**

Any pedal cycle, bicycle or tricycle and its accessories owned by You or any member of Your Household. This does not include any motorized pedal cycle, bicycle or tricycle.

### **Domestic Staff**

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.

### **Money**

Cash, bank and currency notes, cheques, money orders, postage stamps (not part of a collection) travellers cheques, and gift tokens – used or held solely for private, social and domestic purposes.

**This does not include securities, certificates, promotional vouchers, air miles vouchers, credit notes, lottery tickets of any kind, money used or held for any trade, professional or business purposes.**

### **Excess**

The first part of a claim which You must pay. If claims are made under two or more covers for loss or damage caused by the same insured cause at the same time, only one excess will be deducted from the total amount of the agreed claim.

### **Unoccupied**

Not lived in by any member of Your household or by any other person with Your permission for more than 30 consecutive days.



**Unfurnished**

Does not contain enough furniture for normal living purposes.

**Sum Insured**

The Sum Insured as shown on the Schedule is the maximum amount payable (depending on any special condition shown on the policy document) for all claims which happen because of any one incident. The maximum amount is not reduced if We pay a claim.

The Sum Insured under Section 1 – The Building must be adequate to rebuilt Your buildings as new including the cost of professional fees, site clearance costs and costs which You must pay by law taking into consideration the basis of settlement described in the Building - Claims Settlement Section.

The Sum Insured under Section 2 – The Contents of Your policy must be enough to replace the insured items as NEW taking into consideration the basis of settlement described in the Contents - Claims Settlement Section.

**Full Theft**

Theft or attempted theft not involving forcible or violent entry or exit into the Home

**Accidental Damage**

Accidental physical loss or damage other than by an excluded cause

- Excluding damage whilst Your home or any part of it is lent, let or sub-let.
- Excluding damage caused by wear and tear, settlement or shrinkage.
- Excluding damage caused by wet or dry rot, frost, atmospheric or climatic conditions, vermin, insects, domestic pets, fungus or a gradually operating cause.
- Excluding damage caused by faulty workmanship, defective design or the use of defective materials or any manufacturing defects.
- Excluding the cost of maintenance and normal redecoration.
- Excluding any loss, destruction or damage specifically excluded elsewhere in this policy.
- Excluding any damage caused by a deliberate act by You or any member of Your household.
- Excluding electrical or mechanical breakdown misuse or use contrary to the manufacturer's instructions.
- Excluding loss or damage caused by excavations, vibrations, construction or structural works whether in the Home or vicinity.

## COVER SECTION 1: THE BUILDING

### WHAT WE COVER

The buildings are insured against damage by the following causes:

1. Fire, Explosion, Lightning, Earthquake.
2. Smoke
  - Excluding damage caused by agricultural or industrial operations including pollution or any gradual process and smoke from fireplaces.
3. Escape of water or oil from any fixed water or cooling installation or domestic appliance including washing machine, dishwasher, and aquariums.
  - Excluding damage to the component or appliance from which the water or oil escapes.
  - Excluding damage occurring after Your home has been unoccupied for 30 consecutive days.
4. Impact involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal.
  - Excluding damage caused by insects, birds or domestic pets.
5. Falling trees or branches
  - Excluding damage to gates, hedges, fences or tennis courts.
  - Excluding the cost for removal of the fallen tree or branch.
6. Falling receiving aerials satellite dishes and their fitting or masts.
  - Excluding damage caused during the process of erection, dismantling or maintenance of such items.
  - Excluding any amount exceeding € 250 unless specified otherwise by endorsement.
7. Riot, Civil Commotion. Strike, Labour or Political Disturbance
8. Malicious persons or vandals
  - Excluding loss or damage occurring after Your home has been unoccupied for 30 consecutive days.
  - Excluding loss or damage caused by You or Your Household or by tenants.

## 9. Storm or Flood

- Excluding damage to gates, hedges, fences or tennis courts and earth retaining walls.
- Excluding damage caused by frost.
- Excluding damage caused by humidity, condensation and dampness as a result of ingress of water.
- Excluding damage caused by subsidence, heave or landslip.

## 10. Theft or attempted theft

- Excluding loss or damage caused by You or Your household.
- Excluding loss or damage occurring after Your home has been unoccupied for 30 consecutive days.

## 11. Damage to Underground Services including accidental damage for which You are legally responsible for cables or underground services.

- Excluding damage to pipes and cables, resulting during repair or maintenance work to pipes and cables.

## EXTENSIONS

The following Extensions apply to and form part of this Section.

### **ARG - HOME (EXT) 001 - Pipes and Cables**

Accidental damage to those underground services supplying the buildings.

- Excluding damage which You are not legally responsible to repair.
- Excluding any costs for clearing a blockage which has not directly resulted in the service pipe breaking.

### **ARG - HOME (EXT) 002 - Glass and Sanitary Ware**

Accidental breakage of fixed glass in walls, doors and roofs including double glazed units, skylights, solar panels, ceramic hobs and washbasins, pedestals, baths, shower screens, sinks, lavatory pans and other sanitary ware in the buildings.

## **ARG - HOME (EXT) 003 - Water and Cooling Installations**

Damage to any fixed domestic water appliance caused by freezing.

- Excluding damage resulting from rusting corrosion or general wear and tear.
- Excluding damage occurring after Your home has been unoccupied for 30 consecutive days.

## **ARG - HOME (EXT) 004 - Rent and Alternative Accommodation**

If Your home is made uninhabitable by any of the causes insured We will pay for:

- a) The rent You should have received but have lost whilst Your home is unfit to live in.
  - b) Reasonable additional cost of comparable alternative accommodation until Your home is fit to live in again. The maximum amount payable shall not exceed 15 percent (15%) of the sum insured on buildings.
- Excluding costs which You incur without Our written permission.

## **ARG - HOME (EXT) 005 - Loss of Keys**

If the keys are stolen or accidentally lost, We will pay for replacing locks, including keys to:

- a) Any external doors and windows of Your Home.
  - b) Intruder alarms and safes installed in.
- Excluding any amount in excess of € 500.

## **ARG - HOME (EXT) 006 - Architects and Surveyors Fees**

If Your Buildings suffer a loss or damage covered by this policy We will pay reasonable costs in respect of architects' fees, surveyors' fees and legal fees necessary to rebuild, replace or repair Your Buildings.

- Excluding any amount in excess of 10 percent (10%) of the total sum insured on the Buildings.
- Excluding any fees incurred in preparing any claim under this Policy.

## **ARG - HOME (EXT) 007 - Removal of Debris and Demolition Costs**

Expenses necessarily incurred by You with Our consent in removing debris, dismantling and/or demolishing, shoring or propping up of the portion or portions of the insured property destroyed or damaged by any peril insured under this Policy.

- Excluding any amount in excess of 10 percent (10%) of the total sum insured on the Buildings.

## **ARG - HOME (EXT) 008 – Cover During Sale**

If You contract to sell the buildings, the purchaser who completes the sale shall have the benefit of the insurance provided by this cover up to the date of completion provided the buildings are not otherwise insured.

- Excluding any loss or damage if Your home is unoccupied.

## **ARG - HOME (EXT) 009 - Trace and Access**

We will pay the reasonable and necessary cost of finding the source of water leakage including subsequent repairs to walls, floors or ceilings.

- Excluding any loss or damage caused by wear and tear.
- Excluding any amount in excess of € 500

## **ARG HOME (EXT) 010 - Emergency Entry to Your Home**

We will pay for the Damage to Your Home caused when the fire, police or ambulance service has to force an entry to Your Home because of a medical emergency or to prevent damage to the Buildings.

## **ARG - HOME (EXT) 011 - Loss of Metered Water**

We will pay for loss of metered water and heating oil following accidental damage to the fixed plumbing or water installation or fixed heating installations.

- Excluding any amount in excess of € 500.

## **CLAIMS SETTLEMENT**

### **Important Notice**

This Section of the policy shall only apply if You have chosen to insure Your buildings and the word 'Buildings' appears on Your last Schedule.

You are covered by the insurance provided under this Section during the Period of Insurance. However this depends on the limits and any Special Exclusions (appearing under this Section), General Exclusions and General Conditions appearing under this Policy.

## Claims Settlement: The Buildings

- 1) 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 repair.
  - b) The sum Insured is not less than the cost of reconstructing and finishings of the buildings.
- 2) If the parts of the buildings damaged by any of the causes insured are not repaired or replaced or the buildings are not in good repair, or the sum insured is less than the cost of rebuilding the buildings, We will pay You at Our option:
  - a) The cost of reinstating the damage less an allowance for any wear, tear or betterment or;
  - b) The difference between the value of the buildings prior to the destruction or damage and the value of the buildings following the destruction or damage.
- 3) The maximum amount payable in respect of any one incident is the sum insured.
- 4) The sum insured on buildings will not be reduced following payment of a claim.

## COVER SECTION 2: THE CONTENTS

The contents are insured against loss or damage by the following causes while they are in Your home or its domestic outbuildings and garages:

The maximum We will pay in relation to valuable items is 30 percent (30%) of the total contents sum insured unless the schedule shows an increased amount.

1. Fire, Explosion, Lightning or Earthquake.
2. Smoke
  - Excluding loss or damage caused by agricultural or industrial operations or any gradual process.
3. Escape of water or oil from any fixed water or cooling installation or domestic appliance including washing machine, dishwasher and aquariums.
  - Excluding damage to the component or appliance from which the water or oil escapes.
  - Excluding loss or damage occurring after Your home has been unoccupied for 30 consecutive days.

4. Impact with a building involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal.
  - Excluding damage caused by insects, birds or domestic pets.
5. Falling trees or branches.
6. Falling receiving aerials and their fittings or masts.
7. Riot, Civil Commotion, Strike, Labour or Political Disturbance.
8. Malicious persons or vandals.
  - Excluding loss or damage occurring after Your home has been unoccupied for 30 consecutive days.
9. Storm or flood.
  - Excluding damage caused by humidity, condensation and dampness as a result of ingress of water
10. Theft.
  - Excluding loss or damage occurring after Your home has been unoccupied for 30 consecutive days.

## **WHAT WE DO NOT COVER**

- Loss by deception, unless it is only entry that is gained by deception.
- Loss or damage caused by You or Your household.
- Loss while Your home or any part of it is lent, let or sub-let unless force is used to gain entry into or exit from Your home or its outbuildings or garages.
- Loss of money from Your home unless force is used to gain entry into or exit from Your home.
- Loss of money from outbuildings or garages.
- Loss or damage occurring after Your home has been unoccupied for 30 consecutive days.

## **Maximum limits payable under this Section:**

Contents - We will pay You up to the amount of:

- Valuables (single article): 5 percent (5%) of the Contents Sum Insured subject to a maximum limit of € 2,500.
- Total Valuables: one-third (1/3) of the amount insured on Contents.
- Unless these specific limits are increased and shown on the Policy Schedule or by Endorsement.

## COVER SECTION 2: THE CONTENTS EXTRA DAMAGE

### WHAT WE COVER

1. Accidental damage to household goods, appliances and fixtures and fittings other than landlords whilst in Your home

### WHAT WE DO NOT COVER

- Damage to clothing and personal effects and money.
  - Damage whilst any part of the property is lent, let or sub-let.
  - Damage caused by wear and tear, settlement or shrinkage.
  - Damage caused by wet or dry rot, frost, atmospheric or climatic conditions, vermin, insects, domestic pets, fungus or a gradually operating cause.
  - Damage caused by faulty workmanship, defective design or the use of defective materials.
  - Damage caused by repairing, restoring, renovating, cleaning or dyeing.
  - Deterioration of food.
  - Damage solely caused by mechanical or electrical fault or breakdown.
  - Any loss, destruction or damage specifically excluded elsewhere in this policy.
2. Loss of Money used or held solely for private social or domestic purposes
    - Excluding securities, certificates other than savings certificates, and documents.
    - Excluding depreciation in value of Money.
    - Excluding loss of Money caused by errors or omission in payments, receipts, or book-keeping.
    - Excluding loss of Money not reported to the Police.
    - Excluding loss of Money used or held for business or professional purposes.
    - Excluding any amount in excess of € 1,000.



### 3. Deep Freezer Contents

Loss of or damage to food in a domestic deep freezer caused by:

- Rise or fall in temperature.
- Contamination from refrigerant or refrigerant fumes.

We will also pay for loss or damage to food which has been removed from the deep freezer following an incident insured by this cover.

Provided always that:

- We will not be liable for more than € 250 any one claim and in the aggregate during the policy period.
- Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority is excluded.
- Loss or damage resulting from wilful neglect by You or Your household is excluded.
- Loss or damage to food in Your deep freezer if the compressor unit is more than 10 years old is excluded.

### 4. Mirrors and Glass

Breakage of mirrors, glass or ceramic tops to furniture and fixed glass in furniture.

- Excluding damage to light fittings.
- Excluding damage occurring after Your home has been unoccupied for 30 consecutive days.

### 5. TVs, Videos, Computers (Valuables)

Accidental Damage to televisions video players and recorders, home computers and audio equipment in Your home and their receiving aerials.

- Excluding mechanical or electrical breakdown.
- Excluding damage caused by cleaning, assembling, repairing or dismantling of the apparatus.
- Excluding damage to items designed to be portable or to records, recording tapes or discs.
- Excluding the value of the data contained within the computer or any disk and the cost of reinstating that data.

- Excluding consequential loss of any kind.
- Excluding damage occurring after Your home has been unoccupied for 30 consecutive days.

## 6. Rent and Alternative Accommodation

If Your home is made uninhabitable by any of the causes insured, We will pay the rent which You still have to pay for parts of Your home which are unfit to live in reasonable additional costs of comparable alternative accommodation until Your home is fit to live in again. The maximum We will pay is 15 percent (15%) of the contents sum insured as stated on the policy schedule.

## 7. Door Locks

Replacement and installation of locks including keys to any external doors, alarm systems or domestic safes fitted in the home are accidentally lost or stolen We will pay up to € 500 and one incident.

## 8. Contents temporarily removed to the garden Loss of or damage to the contents by any cause insured by Cover 2 occurring in the open within the boundaries of the land belonging to the home - up to € 500.

- Excluding loss or damage caused by storm or flood.
- Excluding loss or damage to pedal cycles.
- Excluding loss or damage that happens after the home has been left unoccupied or unfurnished for more than 30 days.

## 9. Temporary Removal

Loss of or damage to the contents by any cause insured by Cover 2 while temporarily removed from Your home into:

- A bank safe deposit, occupied private dwelling or anywhere in the Maltese Islands.
- Excluding loss or damage in a furniture depository.
- Excluding loss or damage caused by malicious persons or vandals.
- Excluding loss or damage caused by storm or flood to property not in a building.
- Excluding loss or damage by theft unless force is used to gain entry into or exit from a building.

## 10. Fatal Injury Benefit

We will pay compensation of up to € 5,000 each person (maximum 2 persons) if You or Your spouse die as a result of injury caused in the home by fire, explosion, lightning or assault by thieves in Your home.

## 11. Furniture in Transit

Accidental loss of or damage to the contents during their transit by land by professional removal contractors from Your existing home directly to Your new home subject to both homes being in the Maltese Islands.

### **WHAT WE DO NOT COVER**

- The first € 250 of each claim in addition to the applicable excess.
- Loss of money.
- Damage caused solely by wear, tear or depreciation, vermin, insect, domestic pets, mildew or fungus.
- Loss or damage to property in storage.
- Loss of or damage to visitors' personal possessions.
- Loss of or damage to china, glass, earthenware and other items of a brittle nature, unless they have been packed by professional packers.

## 12. Fire and Police Department Charges

Expenses charged by the Police and Fire Department as a result of a loss covered by this Section up to a maximum limit of € 1,000.

## 13. Loss of Metered Water and Fuel

Accidental loss of domestic heating fuel or metered water for which You are charged by the Water Authority up to a maximum limit of € 500.

- Excluding any losses when the home is unoccupied for more than 30 consecutive days.

## 14. Wedding Gifts

Loss or damage to wedding gifts excluding money by any cause insured by Cover 2 for 1 month before and after the wedding date but only while they are in Your home.

- Excluding any amount in excess of € 5,000.

## Average Clause

If, at the time of any loss or damage, the value of the Contents shall be greater than the sum insured thereon, then You shall be considered as being Your own insurer for the difference, and shall bear a proportional share of the loss.

The Contents' sum insured should include the cost of replacing all the Contents as new, (less an allowance for wear and tear in respect of household linen and clothing).

## CLAIMS SETTLEMENT

This Section of the policy shall only apply if You have chosen to insure Your Contents and the word 'Contents' appears on Your last Schedule.

You are covered by the insurance provided under this Section during the Period of Insurance. However this depends on the limits and any Special Exclusions (appearing under this Section), General Exclusions and General Conditions appearing under this Policy. If Your contents are lost or damaged by any cause insured under this Section We can choose to:

- Pay the cost of replacement as new (or)
- Pay the cost of repairs (or)
- Arrange for repairs (or)
- Pay You the equivalent replacement (or)
- Pay You cash based on the cost of repairs (or)
- In respect of goods which are no longer manufactured or obsolete We will pay You cash the market price at the time of the loss.
- Replace as new except for:
  - o Household linen and clothing where a deduction of wear and tear will be made. By household linen We mean towels, bed and table linen.
  - o Items that can be economically repaired (including household linen and clothing) where the cost of repair will be paid.
  - o Any Betterment in the replaced item.

## COVER SECTION 3: VALUABLES 'ALL RISKS'

### WHAT WE COVER

This Section of the policy only applies if You have chosen to insure individual specific Valuables - as listed on the Schedule - belonging to You or members of Your household against accidental loss or damage while they are:

- in Your home or its domestic outbuildings and garages within the boundaries of Your home.
- temporarily moved to anywhere in the Maltese Islands.
- temporarily moved to anywhere in the world for up to 15 consecutive days.

### WHAT WE DO NOT COVER

- Loss of or damage to baggage shipped as freight.
- Loss of or damage to valuables in baggage while in transit by air and outside the Insured's control.
- Loss of or damage caused by denting, 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.
- Loss of or damage caused by dyeing, cleaning, restoring, repairing or dismantling items, or electrical and mechanical breakdown.
- Damage to sports equipment while it is being used.
- Loss of or damage to musical instruments that have lost their tone, have broken strings, broken reed or broken drumsticks.
- Theft from any unattended vehicle unless the property was hidden from view:
  - In a fully enclosed boot (or)
  - Under a factory-fitted cover/parcel shelf or in a glove compartment and all the windows, sun roof, doors and boot were securely closed.
- Loss or damage deliberately caused by You, Your household, Your domestic employees and paying guests or tenants.
- Damage caused by pets or domestic animals.

- Confiscation or detention by customs or other officials.
- Consequential loss of any kind.
- Business or professional use.
- Losses not reported to the police.
- Any loss of value.

## CLAIMS SETTLEMENT

We will pay the cost of replacement as new or, at Our option, We will replace as new except for items that can be economically repaired where the cost of repair will be paid. Any Betterment is to be deducted from the total amount of claim.

The maximum amount payable is the sum insured (subject to any limits or Excesses) as stated in the Schedule.

## SPECIAL CONDITIONS

### **ARG - HC (SC) 001 - Settings & Mountings**

It is a condition of the Policy that all settings, mountings, clips and fastenings are inspected and overhauled by a competent jeweller prior to each renewal date and the certificate is to be produced in the event of a claim relating to the insured item to which this condition shall apply.

## EXTENSIONS

The following Extensions apply to and form part of this Section

### **ARG - HC (EXT) 001 – Unspecified Personal Effects and Valuables**

The insurance under this Section is extended to include Unspecified Personal Effects and Valuables belonging to You not individually exceeding the amount stated under the Schedule.

### **Excluding**

- Motor vehicles, pedal cycles, caravans, trailers, boats, canoes, surfboards, sailboards, aircraft, gliders and any accessories which are designed to be used with any of these.
- Pets, livestock, household goods, domestic appliances, china, glass, earthenware and other items of brittle nature, contact lenses, camping equipment, musical instruments.

## SECTION 4: PERSONAL MONEY & CREDIT CARDS

### WHAT WE COVER

This Section of the policy only applies if You have chosen to insure:

- Loss of Money belonging to You and
- All sums which You must pay under the terms of any Credit, Debit, Charge, Cheque or Cash Card

### EXCLUDING

- Liability resulting from a lost card which You did not report to the police and to the organisation which gave You the card within 24 hours of discovering You had lost it.
- Liability which happens if You break the terms and conditions of the organisation which gave You the card.
- Liability if anyone related to You uses Your card fraudulently.
- Loss due to confiscation or depreciation in value or to errors or omissions in receipts, payments or accountancy.
- Loss due to unexplained shortage.
- Liability more specifically insured under any other policy.

## SECTION 5 A: Liability as Owner or Occupier of Your Home and Your Personal Capacity

### WHAT WE COVER

As You are the occupier of Your buildings We will insure You, for all sums which You become legally liable to pay for accidents happening in and around Your buildings. These accidents must result in:

1. bodily injury to or illness of any person (but not any member of Your household or Your employees); (or)
2. loss or damage to property.

## EXCLUDING

- Loss of or damage to property which belongs to or is in the care of:
  - o Your household;
  - o any other person living permanently with You; (or)
  - o any person employed by members of Your household.
- Liability which happens because You own or occupy any land or building which is not one of the following:
  - o Your buildings;
  - o any previous buildings which You occupied immediately before it was disposed of or sold and for which You may be liable.
  - o Liability which happens because You own, possess or use the following:
    - Animals
    - Firearms
    - Motor vehicles
    - Mechanically propelled aircraft or watercraft
  - o Liability, if You or any member of Your household passes on any disease or virus.
  - o Liability as a result of any agreement or contract unless You were liable before You made the agreement or contract.
  - o Liability in connection with Your trade, business or profession.
  - o Liability covered by any other Policy.
  - o Liability in respect of damage to property belonging You or held in trust by You or in Your custody and control.
  - o Liability for any wilful or malicious acts.



- o Injury, death, disease or illness to any of Your household (other than Your Domestic Staff).
- o Injury, disease, loss or damage caused by goods sold, supplied, repaired, serviced, maintained or manufactured by You or by remedial, professional or other treatment.
- o The amount exceeding the Limit of Indemnity of € 1,250,000 in respect of any one incident.

We will also pay for any extra costs and expenses made against Your household or incurred by Your household with Our written permission.

## **SECTION 5 B: Liability as Owner or Occupier of Your Home and Your Personal Capacity**

### **WHAT WE COVER**

As Employer of Domestic Staff.

Any amount that You become legally liable to pay as compensation (including claimants costs and expenses) in respect of:

- Accidental death, bodily injury or illness of any Domestic Staff arising out of and in the course of such employment.

In case of the Insured's death, Your legal personal representatives will have the benefit of this section for liability incurred by You for an event covered by this section, provided that the legal personal representatives observe the terms of the Policy as far as they can apply.

We will also pay defence costs and expenses incurred with Our written consent.

This section also provides insurance against liability within the terms of any collective agreement or of any legal notice issued according to legislation for payment of wages during a continuous period of incapacity in respect of injuries to employees occurring during the actual discharge of the employee's duty.

### **EXCLUDING**

The full amount of any injury benefit entitlement under such legislation which shall be deducted from any such payment.

- The first six days of injury.
- Any period after twelve months from the date of injury.

- Any injury due to contributory negligence on the part of the employee or contravention by the employee of any safety rules laid down by the employer.
- Any liabilities arising from:
  - The transmission of any communicable disease or virus.
  - Any agreement or contract unless liability would have existed otherwise.
  - Injuries out of the profession or business of the Insured.
- Any amount exceeding € 2,500,000 in any one claim.
- Any amount in excess of € 5,000,000 in respect of all compensation, costs and expenses for all claims arising during the Period of Insurance.

## SECTION 6: GENERAL CONDITIONS

These are the conditions, together with any special terms, that apply to the entire policy.

### 1. Policy Terms and Conditions

- You and members of Your household covered under this policy must comply with its terms and conditions.
- You cannot transfer Your interest in this policy to anyone else unless You get Our written permission.

### 2. 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 15 days after any loss, damage or accident. If there has been theft, attempted theft, vandalism or any malicious act You must also tell 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.

### 3. Precautions

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

### 4. 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.

### 5. Cancellations

You may cancel the policy at any time by giving Us written notice and You will get a refund on short period basis off the premium for any unexpired period of cover as long as no claim has been lodged during the current Period of Insurance.

We may cancel this policy by giving You at least 7 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 claim is made or will arise, We will not give You a refund on Your premium.

We can also cancel the policy immediately if You do not pay the premium or do not make a payment under any instalment 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.

### 6. Conduct of the Claim

You must give whatever information or assistance We request and must not admit, deny or negotiate any claim without Our written consent. No property may be abandoned to Us.

### 7. 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.

### 8. 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.

## 9. Rights and Responsibilities

- i. 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.
- ii. We may take over and conduct in the name of the Insured with complete and exclusive control, the defence or settlement of any claim.
- iii. We may also start legal action in the name of the Insured to recover from others, compensation in respect of anything covered by this Policy.

## 10. Your Duty of Care

You and Your household must take all reasonable steps to prevent loss, damage or accidents and maintain the insured property in a good state of 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.

## 11. Dishonest 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 this is dishonest or exaggerated in any way. We reserve the right to cancel cover immediately and We can tell the police of any such dishonest claim.

## 12. Contract Clause

This Contract of Insurance shall for all effects and purposes be deemed to be a Maltese Contract and shall be governed by and according to Maltese Law and subject to the exclusive jurisdiction of the Maltese Courts.

## 13. Maltese Jurisdiction Clause

Without prejudice to any arbitration proceedings in Malta under current statutory provisions, this Policy shall be subject to the exclusive jurisdiction of the Maltese Courts. We will pay only in respect of judgements, orders or awards that are delivered by or obtained from a court within Malta, or in Arbitration in Malta under current statutory provisions. We will not pay in respect of any judgement, order or award obtained in Malta for the enforcement of a judgement or arbitration award obtained elsewhere or to costs and expenses of litigation recovered by any claimant from You or any other persons entitled to indemnity under this policy which costs and expenses of litigation are not incurred in Malta.

## 14. Sanction Limitation and Exclusion Clause

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union.

## SECTION 7: GENERAL EXCLUSIONS

### WHAT WE DO NOT COVER

#### 1. RADIOACTIVE CONTAMINATION AND WAR RISKS

Any loss or damage to property, legal liability, expense, consequential loss or bodily injury directly or indirectly caused by or arising from or contributed to by:

- i. ionising radiation or contamination by radioactivity from any 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 nuclear component of it
- iii. any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss
- iv. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- v. acts of terrorism committed by a person or persons acting on behalf of in connection with any organisation.

For the purpose of this condition, terrorism” means the use of violence for political ends and include and use of violence for the purpose of putting the public or any section of the public in fear.

#### 2. SONIC BANGS

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

### 3. EXISTING DAMAGE

Any loss or damage occurring before cover commences.

### 4. LOSS OF VALUE

Loss in value of property.

### 5. WEAR AND TEAR

Wear and Tear by any gradually operating cause.

### 6. SUBSIDENCE, LANDSLIP OR HEAVE

We will not pay any damages or losses resulting from subsidence, landslip or heave. This also excludes:

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

### 7. CONSEQUENTIAL LOSS

Consequential Loss of any kind or description by You or Your household.

### 8. MATCHING OF ITEMS

The costs of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements which cannot be matched.

### 9. HIV

No section of this policy shall apply in respect of, and this policy does not cover, any claim arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immune Deficiency Virus) and/or any HIV related illness, including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof, however caused.

### 10. POLITICAL RISKS

This policy excludes loss destruction or damage directly or indirectly occasioned by or through or in consequence of:

- i. War, invasion, act of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war.

- ii. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power or any act of any person acting on behalf or in connection with any organisation with activity directed towards the overthrow by force of its government de jure or de facto or to the influencing of it by terrorism or violence, martial law and confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

## **11. TERRORISM (unless specifically noted on the Schedule)**

- i. This insurance excludes 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.
- ii. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf 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.
- iii. This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- iv. If the insurers allege 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.
- v. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **12. CYBER**

- a. This policy excludes all loss, damage, liability, claim cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
  - i any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System.
  - ii any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.
- b. Any other Cyber Loss regardless of any other cause or event contributing concurrently shall not be recoverable and nor shall any amount pertaining to the value of such Data, be recoverable or be considered as physical loss or damage for the purposes of this exclusion.

## Definitions

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

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

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

## 13. EXCESS

This policy excludes the first € 50 of each and every claim unless stated otherwise under this policy or by endorsement.

## 14. COMMUNICABLE DISEASE GENERAL EXCLUSION

1. This policy excludes all actual or alleged loss of any kind, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense, loss of value, loss of use, or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease or any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of a Communicable Disease.
2. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense, loss of value, loss of use, or any other amount, includes, but is not limited to, any cost to contain, suppress, clean-up, detoxify, disinfect, decontaminate, remove, repair, replace, recall, inspect, assess, monitor or test:
  - 2.1 for a Communicable Disease; or
  - 2.2 any property insured hereunder that is affected or is feared to have been affected by such Communicable Disease.
3. 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:



- 3.1 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
- 3.2 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
- 3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage, and
- 3.4 the disease, substance or agent can cause or threaten damage to, deterioration of, loss of value of, marketability of, denial of access to, or loss or use of property insured hereunder.
- 3.5 be it any epidemic or pandemic disease declared by the World Health Organisation or any other competent authority as a public health emergency of international concern.

This exclusion shall prevail and shall override anything contained in the Policy inconsistent herewith and will apply regardless of any otherwise covered cause, event or peril contributing concurrently or in any other sequence to the loss.

## **SECTION 8: 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 at Argus Insurance Company (Europe) Limited, Trident Park, 8B Level 5, Notabile Gardens, Mdina Road, Central Business District Zone 2, Birkirkara CBD 2010. Email: [claims@argus.mt](mailto:claims@argus.mt) Tel: +356 2342 200. If you are dissatisfied with the response you receive you should write to the Office of the Arbitrator for Financial Services, N/S in Regional Road, Msida MSD 1920, Malta. Freephone: 80 072 366 Telephone: (+356) 21 249 245 Email on: [complaint.info@financiarbitrator.org.mt](mailto:complaint.info@financiarbitrator.org.mt)

### **How to contact Us**

Our Customer Service Centre can be contacted on +356 23422100

### **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**

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