



# Property Owners Protector Policy

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# Property Owners Protector Policy

## 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.

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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

## **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.

## Section 1 Buildings

### DEFINITION OF BUILDINGS

Buildings means the block of flats and/or commercial premise together with its outbuildings and any common areas/condominium property, including permanent fixtures and fittings such as all fixed glass and sanitary fittings, boundary and garden walls, rubble walls, gates, hedges, fences, permanently built swimming or ornamental pools, patios, terraces, paths, driveways, permanently installed air-conditioning equipment (applicable only to commercial rented-out premises), service tanks, aerials, masts, satellite dishes, solar heating systems, photovoltaic systems, stair and passenger lifts and, where applicable, your share of common areas including drains, drain inspection covers, pipes, cables, underground pipes and tanks providing services to or from the Buildings, all of which must be situated at the risk address shown in the Schedule and be owned by you or for which you are legally responsible..

### DEFINITION OF EXCESS(ES)

Excess(es) mean(s) the first part of any claim which you / the insured have to pay to open a claim.

### COVER

#### A. The Buildings

Accidental physical loss, destruction or damage of or to the property insured by any external cause but excluding:

- A. the Excess as stated in the Schedule
- B. damage to the property insured caused by:
  - 1 (a) fire or by any peril more specifically Insured by this Section or excluded therefrom;
  - 1 (b) i. faulty or defective design, materials or workmanship, inherent, vice latent defect, gradual deterioration, wear and tear or frost.
  - ii. explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only), economizer or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured.
  - iii. pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.

But this shall not exclude subsequent damage resulting from an ensuing cause which is not otherwise excluded

- (c) i. collapse or cracking of buildings;
- ii. corrosion, rust change in temperature, dampness, dryness, wet or dry rot, shrinkage, fungus, evaporation, loss of weight, contamination, change in colour flavour, texture or finish, vermin, insects, marring or scratching

But this shall not exclude such damage if resulting from a cause which is not otherwise excluded

- (d)
  - i. theft or any attempt there at;
  - ii. acts or fraud or dishonesty misplacing of information;
  - iii. disappearance, unexplained or inventory shortage, misfiling, misplacing of information;
  - iv. cracking, fracturing, collapse or overheating of boilers, economisers, vessels tubes or pipes, nipple leakage and /or the failure of welds or boilers;
  - v. mechanical and/or electrical or electronic breakdown and /or derangement or machinery or equipment;
  - vi. bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes when the premises are empty or disused.

But this shall not exclude

- i. such damage resulting from a cause;
- ii. subsequent damage resulting from ensuing cause.

which is not otherwise excluded

- (e)
  - i. subsidence ground heave or landslip
  - ii. normal settlement or bedding of new structures
- 2. Damage by wind, rain, hail, sleet, snow, flood or dust to movable Property in the open or fences and gates
- 3. Damage occasioned by or resulting from war, invasion, act of foreign enemy, hostilities (whether war be declared or not,) civil war, rebellion, revolution, insurrection or military or usurped power, nationalization, confiscation, requisition seizure or destruction by the government or any public authority
- 4. Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
  - i. ionizing, radiation or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion nuclear fuel
  - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 5. Damage to any Property caused by or happening through or in consequence of acts of terrorism committed by persons acting on behalf of or in connection with any organization.

"terrorism" means the use of violence for political ends and includes any use of violence for the purpose or putting the public or any Section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of the provisions of this Exclusion any damage is not covered by this Section the burden of proving that such damage is covered shall be upon the Insured

6. If the premises are unoccupied or unfurnished for more than 90 consecutive days

**EXCLUDED PROPERTY**

This Section does not cover:

1. (a) Money, cheques, stamps, bonds, credit cards, securities of any description.  
(b) Jewellery, precious stones, precious metals, bullion, furs, curios, rare books or works of art.  
(c) Glass (other than fixed glass) china earthenware marble or other fragile or brittle objects  
(d) Computers and data processing equipment

but this shall not exclude Damage (not otherwise excluded) caused by fire, lightning, explosion, aircraft, riot, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, impact by any road vehicle or animals, earthquake, windstorm, flood, bursting, overflowing, discharging or leaking of water tanks apparatus or pipes.

2. Unless specifically mentioned as Insured by this Section goods held in trust or on commission documents, manuscripts, business books, computer systems records, patterns, models, moulds, plans, designs, explosives.
3. (a) vehicles licensed for road use (including accessories thereon) caravans, trailers railway locomotives and / or rolling stock, watercraft, aircraft, spacecraft or the like;  
(b) property in transit;  
(c) claims for Property hereby Insured for loss or damage sustained outside the Maltese Islands and its Territorial Waters;  
(d) land, roads, pavements, piers, jetties, bridges, culverts or excavations;  
(e) property or structure in course of demolition, construction or erection and materials or supplies in connection therewith;  
(f) Livestock, growing crops or trees;  
(g) Property damages as a result or undergoing any process;

**When a claim is accepted under this Section, it also includes**

- (i) Architects and surveyors fees necessarily incurred in the reinstatement of the Buildings. The amount payable for such fees shall not exceed those authorised by the respective professional institutes
- (ii) The cost of removing debris demolishing shoring or propping up the damaged parts of the Buildings necessarily incurred with our written consent
- (iii) The additional cost of reinstatement of the Buildings necessarily incurred to comply with statutory or other building regulations or municipal or local authority byelaws

**EXTENSIONS APPLICABLE TO SECTION 1 - BUILDINGS**

**1. Trace and Access**

In the event of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe, the Insurer will pay costs necessarily and reasonably incurred by the Insured in locating the source of such Damage, and in the subsequent making good of Damage caused as a consequence of locating such source.

The maximum amount payable under this extension is € 1,500 per Period of Insurance.

No Excess applies to this extension.

**Exclusions**

Fees for preparing any claim

- (i) Any cost resulting from a notice served on you prior to the date of destruction or damage
- (ii) The amount of any rate tax duty development or other charge arising out of capital appreciation which may be payable in respect of the Buildings

**2. Alternative Accommodation**

If you are insuring the block of flats on behalf of individual owners or lessees and any flat is damaged and made uninhabitable by any cause listed under Cover A, we will pay the reasonable additional expenses necessarily incurred by such owner or lessee for alternative accommodation.

Coverage under the extension will apply for the duration required to restore Your Property to a liveable condition subject to a limit of 15% of the Buildings Sum Insured.

No Excess applies to this extension.

**Exclusions**

Any amount in excess of 15% of the Sum Insured on Buildings

**3. Pipes and Cables**

Accidental Loss and/or Damage to cables, drain inspection covers, underground drains, pipes or tanks supplying the Buildings for which the Insured is 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 Property 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.

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

We will cover 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.

No Excess applies to this extension.

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 of Keys and Locks**

We will indemnify You for the cost of replacing keys and lock mechanisms of external doors and windows, intruder alarms and safes installed in Your property provided that the keys of such locks have been lost or stolen and the theft reported to the Police Authorities within 24 hours of discovery.

The maximum amount that We will pay under this Extension shall not exceed € 500 for any one claim.

No Excess applies to this extension.

#### **Sum Insured Conditions**

The Building Sum(s) Insured represent and will at all times be maintained by you at not less than the full cost of rebuilding to the same specification including demolition costs and architects and surveyors fees.

#### **Claims Settlement**

At our option we will indemnify you by payment reinstatement replacement or repair. If we elect or become bound to reinstate or replace any property we shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner, and

shall not in any case be bound to expend in respect of any one item more than the sum insured thereon.

In setting claims for loss or damage there will be no deduction for wear and tear and depreciation

Our liability in respect of loss or damage arising out of one occurrence shall not exceed the amount stated against each item in the Schedule

The Sum(s) Insured will not be reduced by the amount of any claim payment

If at the time of any loss or damage the sum insured of the building is lower than 85% of the rebuilding value of the buildings then the Insured shall be considered as being his own insurer for the difference, and shall bear a proportional share of the loss on the same basis that the shortage in the sum insured bears to the total rebuilding value of the buildings.

#### **Sale of the Block of Flats**

If the Insured or the owner or lessee of any flat enters into a contract to sell his/her interest in any part of the building insured by this Policy and between exchange of contracts and completion of the sale such building is destroyed or damaged the purchaser shall be entitled to any benefit from this insurance in respect of such destruction or damage when the sale is completed provided the building is not otherwise insured by the purchaser or on his/her behalf

#### **Construction Conditions**

The Buildings insured under this Policy are built of brick stone or concrete and roofed with slated tiles concrete asphalt metal or sheets or slabs composed entirely of incombustible materials except as specially advised to us.

#### **Special conditions for unoccupied premises**

Whenever the Premises is not in normal occupation for more than 90 days, the Insured must ensure that:

- a) gas, water and electricity mains supply are disconnected/turned off;
- b) the premises are secured to prevent unauthorized entry;
- c) all sources of fuel, waste, combustible materials and gas bottles are removed from the inside of the buildings and tanks of combustible liquids are drained;

## **Section 2 Contents of the Common Parts and Furnished Flats**

#### **DEFINITION OF CONTENTS**

**Contents** mean household goods which belong to you or for which you are legally responsible including radios, television sets (including cable & satellite receivers), DVD players, game stations, computers, recording audio and video equipment, home entertainment equipment, mirrors, plate glass tops on furniture, fixed glass in furniture, ceramic hobs or tops in free-standing cookers but excluding money, valuables and jewellery.

#### **DEFINITION OF EXCESS(ES)**

**Excess(es)** mean(s) the first part of any claim which you / the insured have to pay to open a claim.

**Cover**

**A. The Contents**

Accidental physical loss, destruction or damage of or to the property insured by any external cause but excluding:

- A. the Excess as stated in the Schedule
- B. damage to the property insured caused by:
  - 1 (a) fire or by any peril more specifically Insured by this Section or excluded therefrom;
  - (b)
    - i. faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration wear and tear or frost.
    - ii. explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) economizer or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured.
    - iii. pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.

But this shall not exclude subsequent damage resulting from an ensuing cause which is not otherwise excluded

- (c)
  - i. collapse or cracking of buildings;
  - ii. corrosion, rust change in temperature, dampness, dryness, wet or dry rot, shrinkage, fungus, evaporation, loss of weight, contamination, change in colour flavour, texture or finish, vermin, insects, marring or scratching

But this shall not exclude such damage if resulting from a cause which is not otherwise excluded

- (d)
  - i. theft or any attempt there at;
  - ii. acts or fraud or dishonesty misplacing of information;
  - iii. disappearance, unexplained or inventory shortage, misfiling, misplacing of information;
  - iv. cracking, fracturing, collapse or overheating of boilers, economisers, vessels tubes or pipes, nipple leakage and /or the failure of welds or boilers;
  - v. mechanical and/or electrical or electronic breakdown and /or derangement or machinery or equipment;
  - vi. bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes

when the premises are empty or disused.

But this shall not exclude

- iii. such damage resulting from a cause;
- iv. subsequent damage resulting from ensuing cause.

which is not otherwise excluded

- (e)
  - i. subsidence ground heave or landslip
  - ii. normal settlement or bedding of new structures
- 2. Damage by wind, rain, hail, sleet, snow, flood or dust to movable Property in the open or fences and gates
- 3. Damage occasioned by or resulting from war, invasion, act of foreign enemy, hostilities (whether war be declared or not,) civil war, rebellion, revolution, insurrection or military or usurped power, nationalization, confiscation, requisition seizure or destruction by the government or any public authority
- 4. Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
  - iii. ionizing, radiation or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion nuclear fuel
  - iv. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 5. Damage to any Property caused by or happening through or in consequence of acts of terrorism committed by persons acting on behalf of or in connection with any organization.

"terrorism" means the use of violence for political ends and includes any use of violence for the purpose or putting the public or any Section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of the provisions of this Exclusion any damage is not covered by this Section the burden of proving that such damage is covered shall be upon the Insured

- 6. If the premises are unoccupied or unfurnished for more than 90 consecutive days
- 7. caused directly or indirectly by animals or pets, whether owned by the insured, under their care, or belonging to others.

**EXCLUDED PROPERTY**

This Section does not cover:

1. (a) Money, cheques, stamps, bonds, credit cards, securities of any description.  
(b) Jewellery, precious stones, precious metals, bullion, furs, curios, rare books or works of art.  
(c) Fixed Glass  
(d) Glass (other than fixed glass) china earthenware marble or other fragile or brittle objects  
(e) Computers and data processing equipment

but this shall not exclude Damage (not otherwise excluded) caused by fire, lightning, explosion, aircraft, riot, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, impact by any road vehicle or animals, earthquake, windstorm, flood, bursting, overflowing, discharging or leaking of water tanks apparatus or pipes.

2. Unless specifically mentioned as Insured by this Section goods held in trust or on commission documents, manuscripts, business books, computer systems records, patterns, models, moulds, plans, designs, explosives.
3. (a) vehicles licensed for road use (including accessories thereon) caravans, trailers railway locomotives and / or rolling stock, watercraft, aircraft, spacecraft or the like;  
(b) property in transit;  
(c) claims for Property hereby Insured for loss or damage sustained outside the Maltese Islands and its Territorial Waters;  
(d) land, roads, pavements, piers, jetties, bridges, culverts or excavations;  
(e) property or structure in course of demolition, construction or erection and materials or supplies in connection therewith;  
(f) Livestock, growing crops or trees;  
(g) Property damages as a result or undergoing any process;  
(h) Fixtures and fittings owned by the Tenant for which he is responsible  
(i) Fitted carpets in the common parts  
(j) Loss or damage occurring in any part of the block of flats used for trade or business purposes other than any Occupation description in the Schedule

- (k) Property insured by any other policy
- (l) Property in the open or in any garage or outbuildings

**Extensions Applicable to Section 2 - Contents**

**1. Damage to mirrors and Glass**

This Policy covers accidental damage to glass, mirrors, oven doors or ceramic glass in cooker hobs for which the Insured is responsible, unless such damage or property is covered under another policy.

The maximum amount payable under this extension is € 1,500 per Period of Insurance.

No excess applies under this extension.

**2. Fire Extinguishing Cost**

We will settle your claim, for the cost of replenishing fire fighting appliances and accidental destruction to such appliances following a fire.

The maximum amount payable under this extension is € 1,000 per Period of Insurance.

No excess applies under this extension.

**Sum Insured Conditions**

Sum(s) Insured represent and will at all times be maintained by you at not less than the full cost of replacing the property insured without deduction for wear and tear and depreciation other than in respect of household linen.

**Claims Settlement**

At our option we will indemnify you by payment reinstatement replacement or repair if we elect or become bound to reinstate or replace any property we shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one item more than the sum insured thereon.

If at the time of any loss or damage the sum insured of the contents is lower than 85% of the new replacement value of the contents then the Insured shall be considered as being his own insurer for the difference, and shall bear a proportional share of the loss on the same basis that the shortage in the sum insured bears to the total new replacement value of the contents.

**Contents Cover**

In settling claims for total loss or damage beyond economic repair the basis will be no deduction for wear and tear and depreciation except in respect of household linen. In respect of property not belonging to you or your domestic servants a deduction for wear tear and depreciation will be made unless you or they are legally responsible for the cost of replacement as new under the terms of an agreement.

The total amount payable by us in respect of loss or damage arising out of one occurrence shall not

exceed the Sum(s) Insured on Contents.

The Sum(s) Insured will not be reduced by the amount of any claim payment.

**Special conditions for unoccupied premises**

Whenever the Premises is not in normal occupation for more than 90 days, the Insured must ensure that:

- a) gas, water and electricity mains supply are disconnected/turned off;
- b) the premises are secured to prevent unauthorized entry;
- c) all sources of fuel, waste, combustible materials and gas bottles are removed from the inside of the buildings and tanks of combustible liquids are drained;

## **Section 3 Consequential Loss (Rent)**

### **Cover**

In the event of destruction of or damage to the Buildings or Contents insured by Sections 1 and 2 of this policy, resulting from a peril described in the Cover of either or both of these Sections (destruction or damage so caused being hereinafter termed Damage) we will indemnify you against Loss of Rent Receivable up to the Sum Insured shown on the Schedule or any amount which may be substituted therefore by endorsement and/or Additional Expenditure as described below.

We shall not be liable for the Excess stated in the Policy Schedule.

### **Material Damage Proviso**

Provided that at the time of happening of the damage your interest in the property damaged shall be covered under the relevant Section of this Policy against the damage which has occurred and that premiums shall have been paid and we shall have admitted liability for the damage

### **Extent of Indemnity**

The Insurance under this Section is limited to:

- a) Loss of Rent receivable sustained in consequence of the damage as shown by comparing the rent received during the indemnity period with the rent which is estimated would have been received during such period had the damage not occurred
- b) Additional Expenditure which you necessarily and reasonably incur as a result of the damage in order to maintain the receipt of rents as far as possible during the indemnity period but not exceeding the further amount for which we would have been liable under paragraph (a) above had such additional expenditure not been incurred

### **Savings**

Less any sum saved during the indemnity period in respect of any charges or expenses of the property payable out of rents received, which may cease or be reduced as a result of the damage

### **Underinsurance**

If the Sum Insured shown on the schedule is less than the rents which it is estimated would have been received during the twelve months following the damage, had the damage not occurred (or a proportionately increased multiple thereof where the maximum indemnity period exceeds twelve

months) the amount payable shall be proportionately reduced

## **DEFINITIONS**

### **Rent Receivable**

The rent paid or payable to you by tenants occupying the property insured described in the Schedule

### **Indemnity Period**

The period beginning with the occurrence of the Damage and ending not later than the maximum indemnity period (as shown in the Schedule) thereafter during which the amount of rent received shall be incurred as a result of the damage

## **Additional Clauses**

### **Professional Accountants Charges:**

In addition to any claim payment we will pay reasonable professional Accountants charges which you incur in producing accounts and other such information that we may reasonably require for the purpose of investigating or verifying any claim, provided that:

1. the Professional Accountants are regularly acting on your behalf
2. the amount payable in this respect plus the amount otherwise payable shall not exceed the Sum Insured

### **Payment on Account**

Payments on account may be made during the indemnity period if desired subject to any necessary adjustments at the termination of such period.

## **Conditions**

1. We will cover loss of rent only if the Building is rendered uninhabitable as a result of loss and/or damage caused by an insured peril.
2. The policy will only provide cover if a valid lease agreement is in place.

## **Section 4 Public Liability**

### **DEFINITION OF INSURED**

In this section the term the Insured means the Insured named in the Schedule and in addition (provided they are not entitled to indemnity from any other source and are the subject to the terms of the policy as far as they can apply)

- a. the owner or lessee of any Private Commercial premises
- b. the managing agents
- c. the residents association

d. at the request of the Insured named in the Schedule any director partner or employee as though each has been insured separately in the terms of this Section

**Cover**

Liability at law if the Insured for damages and claimants costs and expenses in respect of:

- i. accidental bodily injury to or disease contracted by any person
- ii. accidental loss of or damage to material property occurring in or about the Buildings

The maximum amount of indemnity payable by us shall be the limit stated in your Schedule, arising from any one event or from one source or original cause, and shall include defence costs and expenses incurred with our written consent.

**Cross Liabilities**

We will indemnify any one of the persons named in the Definition of Insured in respect of their legal liability as shown above to any other of the persons named in the Definition of Insured

**EXCLUSIONS**

Bodily injury to or disease contracted by:

- (i) any person under a contract of service or apprenticeship with the Insured
- (ii) any labour master or labour only subcontractor or person supplied by them
- (iii) any self employed person for labour only
- (iv) any person under work experience or youth training schemes
- (v) any person hired or borrowed by the Insured from another employer

when such injury or disease arises out of or in the course of his/her employment by the Insured or whilst engaged on behalf of the Insured

Loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured or (except for employees effects) an employee of the Insured or a member of his family permanently residing with him or his household

The Insured shall bear the Excess stated in the Policy Schedule in respect of each and every loss arising from accident, or loss of or damage to material property.

Liability arising directly or indirectly by through or in connection with the ownership possession or use by or on behalf of the Insured of any:

- (i) mechanically propelled vehicle (other than a pedestrian controlled garden implement which is unlicensed for road use and for which no Certificate of Motor Insurance is required

- (ii) caravan aircraft watercraft or hovercraft

Liability assumed under any agreement unless such liability would have attached notwithstanding such agreement.

Liabilities arising directly or indirectly out of the execution of structural alterations structural repairs (other than normal upkeep and making good) or redevelopment of the premises

Injury loss or damage arising out of any profession or business of the owner or lessee of any private or commercial premises forming part of the property insured other than

- (i) any Occupation stated in the Schedule
- (ii) the business of the managing agents or residents association or any director partner or employee in respect of the property insured

Liability of any resident incurred solely as occupier (not as owner) of his/her flat.

Injury to any person who is a member of the insured's family permanently residing with him or his household.

## **Section 5 Machinery Breakdown**

### **Cover**

Sudden and unforeseen physical loss of or damage to any Machine described in the Schedule from any cause whilst such Machine is

- i. working or at rest
- ii. being dismantled moved or re-erected for the purpose of cleaning inspection repair or installation

in another position within the precincts of the Situation stated in the Schedule sufficient to prevent the Machine undertaking its normal work and necessitating repair or replacement before working can be resumed

### **EXCLUSIONS**

Loss or damage caused by fire direct lightning explosion the extinguishing of a fire or subsequent demolition aircraft or other aerial devices or articles dropped therefrom collapse of buildings subsidence landslide avalanche flood inundation escape of water from apparatus containing wafer or clearance of debris demolition or dismantling arising from these occurrences theft or attempted theft.

Loss or damage caused by testing or intentional overloading of any Machine or any experiment involving the imposition of abnormal conditions.

Loss or damage due to any fault or defect known or which ought to have been known to the

Insured or to any director manager or responsible employee of the Insured and not disclosed to the Company.

Loss or damage due to faulty workmanship occurring during the execution of repairs.

Loss of or damage to foundations masonry exchangeable or replaceable parts and attachments such as flexible drives or tools used for cutting drilling grinding polishing or similar purposes or mould patterns pulverising and crushing surfaces screens and sieves refractory lings ropes belts chains cables elevator and conveyor bands batteries types connecting wires and cables flexible pipes jointing and packing materials and all parts not made of metal except the insulation of electrical conductors.

Repair or replacement necessitated by

- a. wasting wearing or wearing out of any part of a Machine caused by or resulting from ordinary use or working rust deposit of boiler scale corrosion or any deterioration due to atmospheric conditions or otherwise or scratching of painted or polished surfaces.
- b. slowly developing deformation distortion cracks fractures blisters laminations flaws or grooving or the making good of defective tube joints or other defective joints or seams unless such defects result in damage otherwise covered by the Policy.

Loss or damage caused by or arising out of the wilful act or wilful negligence of the Insured or of any director manager or responsible employee of the Insured.

Loss of use of any Machine or consequential loss of any nature whatsoever.

Loss or damage due to faults or defects for which a supplier contractor or repairer is legally liable by contract or otherwise. If such responsibility is denied and the loss is otherwise Insured by this Policy the Insurers will pay for the loss and in accordance with Condition 8 will be entitled to indemnity subsequently obtained from the supplier.

Loss damage or destruction to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.

The Excess as stated in the Schedule

Any consequence whether directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising in connection with earthquake volcanic eruption or other convulsion of nature typhoon hurricane tornado cyclone or other atmospheric disturbance mutiny riot strike military or popular rising insurrection rebellion revolution military or usurped power confiscation nationalisation or requisition or destruction of or damage to property by or under the order of the Government de jure or de facto or any Public Municipal or Local Authority of the Country or area in which the property is situated.

Any consequence happening or arising during the existence of abnormal conditions (whether physical or otherwise) whether directly or indirectly proximately or remotely occasioned by or contributed to by or traceable to or arising in connection with any of the said occurrences shall be deemed to be consequences for which the Company shall not be liable under this Policy

except to the extent that the Insured shall prove that such consequence happened independently of the existence of such abnormal conditions. In an action suit or other proceedings where the Company alleges that by reason of this Exclusion any consequence is not covered by the Policy the burden of proving that such consequence is covered shall be upon the Insured.

## **CONDITIONS**

1. The Company shall be notified of any proposed alterations or additions to an insured Item and of any proposed departure from ordinary working conditions and if any such modification be made or the maximum current or pressure at which an Insured Machine is designed to operate or any lower maximum stipulated by the Company in writing be exceeded without the consent of the Company thereto in writing having been obtained then in the event of loss or damage no liability shall attach to the Company in respect of such Insured Machine. If the Company cannot approve the proposed modification the Insurance may be cancelled and the Company shall return to the Insured a proportionate part of the Premium corresponding to the unexpired period of insurance
2. The Company's representatives shall at all reasonable times have the right of access to the premises in which the Insured Machine(s) is/are situated
3. (a) On the happening of any occurrence giving rise or likely to give rise to a claim under this Policy the Insured shall give immediate notice thereof to the Company by telephone or telegram if practicable and also by letter and the Company's risk in respect of the damaged Machine shall forthwith cease until such Machine shall have been repaired to the satisfaction of the Company  
(b) The Insured may without prejudice to any liability of the Company proceed with minor repairs of any Insured Machine necessitated by loss or damage insured by this Policy subject to compliance with Condition 3 (a) provided that any damaged part be kept for inspection by the Company and that the repair be carried out to the satisfaction of the Company. Subject to the foregoing special privilege the Company shall not be liable for the cost of any repairs undertaken by the Insured without the permission of the Company in writing  
(c) The Insured shall when requested by the Company deliver a statement in writing of all particulars details and value of the damaged Machine(s) and furnish all such invoices proofs explanations and other evidence as may be reasonably required by the Company
4. (a) The Limit of Indemnity for each item must be equal to its replacement value as new at the time when the loss or damage occurs that is to say the purchase price of a similar new item increased by the costs of ordinary freight erection and customs duties if any  
(b) If the Limit of Indemnity is less than the sum fixed as detailed in Condition 4 (a) the liability of the Company will only be in the proportion existing between the Limit of Indemnity and the replacement value as new.
5. For each accident the Insured will be responsible for the excess detailed in the Schedule. Where more than one Item is lost or damaged in one and the same occurrence the Insured shall not be called upon to bear more than the highest amount applicable to any one such Item.
6. In the event of loss or damage insured by this Policy the Company may at its option repair

reinstate or replace or may pay in cash the amount of the damage.

7.
  - (a) In cases where damage to an Insured Machine can be repaired the Company will pay all expenses necessarily incurred to restore the damaged Machine to its condition immediately before the occurrence of the damage. The Company will also pay the dismantling and re-erection charges incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop and customs duties if any.
  - (b) If any parts are found to be unavailable the Company's liability shall be limited to the manufacturer or suppliers' latest list price thereof. Any extra charges incurred for overtime night-work, work on public holidays express freight etc are not covered by this Insurance. The cost of any alterations additions improvements or overhauling undertaken at the time of such repairs and the cost of any provisional repairs and the consequences thereof shall not be recoverable under the Policy.
  - (c) In cases where an insured item is totally destroyed - the Company shall pay the actual value of the item immediately before the occurrence of the loss including ordinary freight costs of erection and customs duties if any such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the removal of the property destroyed
  - (d) All damage which can be repaired shall however be repaired but if the cost of repairs as detailed herein above equals or exceeds the actual value of the Insured Item immediately before the occurrence of the damage the settlement shall be made on the basis provided for in 7 (b) above. In both cases detailed in Condition 7 (a) and (b) the indemnity paid will be equal to sum so ascertained less the value of any salvage and subject to the application of average if necessary and deduction of excess (Condition 4 (b) and 5)
8. The Insured shall at the expense of the Company do or permit to be done all such things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights or remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

#### **DEFINITIONS**

"Sudden and unforeseen physical loss of damage" shall mean loss of or damage to any Machine described in the Schedule resulting from

- a. defective design material construction or erection
- b. vibration maladjustment misalignment loosening of parts abnormal stresses fatigue centrifugal force excessive speed self-heating defective or inadequate lubrication seizure water hammer or overheating (except in the case of boilers or similar plant when followed by explosion) failure of or faults in protecting measuring or regulating devices failure of or faults in connected machines
- c. the effects of electric current following excessive or insufficient voltage failure of insulation short circuits open circuits or any arcing or the effect of static electricity

- d. careless incompetent or negligent acts of employees or third parties
- e. falling impact collision or similar occurrences obstruction or the entry of foreign bodies
- f. storm frost or drifting ice
- g. any other cause not hereinafter excluded

“Explosion” shall not mean the bursting or disruption of turbines compressors engine cylinders hydraulic cylinders flywheels or other parts subject to centrifugal force transformers switches or oil immersed switchgear

### **WARRANTIES**

It is hereby warranted that

- a. the Insured Machine shall be maintained in good working order and that it shall not be overloaded and that Government or other regulations relating to the condition operation or inspection of such Machine shall be observed.
- b. The Insured shall at the Insured's own expense arrange for the Machine to be thoroughly examined by an approved competent person at intervals of not more than twelve months and shall forward to the Company copies of the reports on such examinations “explosion” shall not mean the bursting or disruption of turbines, compressors, engine, cylinders, hydraulic cylinders, flywheels or other parts subject to centrifugal force transformers switches or oil immersed switchgear.

### **GENERAL EXCLUSIONS**

**This Policy does not cover:**

#### **1. WAR AND TERRORISM**

The insurance by this policy excludes:

- 1. Death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss, of whatever nature, directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- 2. (i) war, invasion acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
  - (ii) any act of terrorism including but not limited to :
    - a. the use of threat of force, violence ; and/or

- b. harm or damage to life or to property (or threat of such harm or damage) including, but not limited to, nuclear radiation contamination by chemical and/or biological agents ;  
by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes expressed or otherwise and/or to put the public or any section of the public in fear; or
3. any action taken in controlling, preventing, suppressing or in any way relating to 1 or 2 above

## **2. RADIOACTIVITY**

- (i) Loss of or damage to property or any loss or expense arising therefrom or any consequential Loss ;
- (ii) any legal liability directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactivity toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

## **3. SONIC BANGS**

Loss of or damage to property occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

## **4. ATOMIC, BIOLOGICAL AND CONTAMINATION**

It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expenses directly or indirectly arising out of biological or chemical contamination due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf 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

For the purpose of this endorsement contamination means the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances

If the Company alleges that by reason of this exclusion any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the insured.

## **5. FUNGUS, MILDEW AND MOULD EXCLUSION**

- (i) a) any loss or damage consisting of or caused directly or indirectly, in whole or in part, by any 'Fungi' or "Spores".

Notwithstanding the foregoing, this exclusion will not apply if such loss, damage, claim, cost, expense or other sum related to insured property results directly from or is directly caused by fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, smoke, windstorm or hail leakage from fire protective equipment, earthquake, tsunami, flood, freeze or weight of snow and not otherwise excluded; and

b) the cost or expense for testing, monitoring, evaluating or assessing of "Fungi" or "Spores"

Losses arising from "Fungi" or "Spores" shall not in and of themselves constitute an event for the purpose of this Agreement.

For the purpose of this exclusion, the following definitions are added:

"Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising therefrom or from any "Fungi" or "Spores" including resultant mycotoxins, allergens, or pathogens.

'Spores" includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".

- (ii) a) any liability, loss, cost or expense arising out of, resulting from, caused by, contributed to, or in any way related to the existence, inhalation or exposure to any "fungus/fungi" and/or "spores"; or
- b) any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any "fungus/fungi" and/or "spores"; or
- c) any obligation to share with or repay any person, organisation or entity, related in any way to items 1, and 2. above, regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to the injury or damage.

For purposes of this exclusion, the following definitions apply:

"Fungus/fungi" includes but is not limited to, any form or type of mould, mildew, mushroom, yeast or biocontaminant.

"Spore(s)" includes, but is not limited to, any substance produced by, emanating from or arising out of any "fungus/fungi"

#### **6. ELECTROMAGNETIC FIELDS ("EMF") EXCLUSION**

Any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused or contributed to by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

**7. GENETICALLY MODIFIED ORGANISMS (“GMOs”) EXCLUSION**

Any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused by, or contributed to by Genetically Modified Organisms (“GMOs”)

For purposes of this exclusion the term Genetically Modified Organisms (“GMOs”) shall mean and include:

- (i) organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change
- (ii) every biological or molecular unit with self replication potential, or biological or molecular unit with self replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any province, State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

**8. TERRORISM**

Notwithstanding any provision to the contrary within this insurance or any Endorsement thereto, it is agreed that this insurance excludes liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Endorsement, an act of terrorism means an act, including but not 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.

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

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

**9. TRANSMISSIBLE SPONGIFORM ENCEPHALOPATIES (TSE)**

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

**10. ASBESTOS**

The insurance by this Policy excludes 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 or in the consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quality.

**11. TOBACCO PRODUCTS**

The Company shall not be liable in respect of bodily injury and/or death resulting from Carcinoma and related diseases directly arising from the production, manufacture, sale and distribution of tobacco products.

**12. INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION**

This Policy does not cover any liability for:

- (a) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly caused by seepage, pollution or contamination, provided always that this paragraph (a) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property, damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance ;
- (b) The cost of removing nullifying or cleaning-up, seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance ;
- (c) Fines, penalties, punitive or exemplary damages.

**13. SANCTIONS 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.

**14. CYBER EXCLUSION**

- 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.

## **15. COMMUNICABLE DISEASE EXCLUSION**

- a. 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.
- b. 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:
  - i. for a Communicable Disease; or
  - ii. any property insured hereunder that is affected or is feared to have been affected by such Communicable Disease.
- c. 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:
  - i. 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
  - ii. 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

- iii. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage, and
- iv. 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.
- v. 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.

## **GENERAL CONDITIONS**

### **Your Duty to Prevent Loss or Damage**

- (i) You and any other person to whom this insurance applies shall at all times take reasonable precautions to prevent accidents loss or damage.
- (ii) All property insured under this Policy shall be maintained in good condition.

### **Interpretation of the Policy**

The Schedule and the Sections form part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule and any attached Sections Specifications or Endorsements Any word or expression to which a specific meaning has been attached in any part of this Policy shall bear that meaning wherever it may appear.

### **Claims Procedure**

- i. You shall on the happening of any event likely to give rise to a claim under this Policy
- ii. where the property is lost stolen or maliciously damaged immediately notify the police and take all reasonable steps to recover the property.
- iii. without unnecessary delay report in writing to us and provide all information and assistance which we may reasonably require. On the happening of any loss destruction or damage by riot civil commotion or malicious persons full details shall be provided to us within seven days
- iv. within thirty days of the event (or in respect of Consequential Loss (Rent) cover within thirty days of the expiry of the Indemnity Period) report in writing to us all correspondence legal process or any other document unanswered.
- v. refrain from discussing liability with any third party.
- vi. No property may be abandoned to us.

- vii. We shall be entitled to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
- viii. In respect of any claim or series of claims for which this policy indemnifies you against your legal liability we may at any time pay you the Limit of Indemnity after deduction of any sum(s) already paid as compensation or any lesser amount for which such claim(s) can be settled and upon such payment being made we shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
- ix. If any claim under this Policy is in any respect fraudulent or unfounded all benefit under this Policy shall be forfeited.

#### **Other Insurance**

If at the time any claim arises under this Policy there is any other insurance covering the same liability loss or damage we shall not be liable to contribute more than our rateable proportion

#### **Cancellation**

##### **Insured's Cancellation Rights**

The Insured has a statutory right to cancel the policy within 14 days from the day of purchase of the contract or the day on which the policy documentation is received, whichever is later.

If the Insured wishes to cancel, and the insurance cover has not yet started, the Insured will be entitled to a full refund of the premium paid.

Or if the insurance cover has already started, the Insured will be entitled to a refund of the premium paid, with a deduction for the time for which the Insured has been covered.

After any statutory cooling-off period the Insured will continue to have the right to cancel the policy and will be entitled to return of the premium on a pro-rata basis provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

##### **Insurer's Cancellation Rights**

Argus may cancel this Policy by giving the Insured thirty (30) days' notice in writing sent to the Insured's last known address. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured may be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the premium for the Policy is paid by instalments, please refer to the instalment agreement for details of the cancellation period that will apply.

**Change in Circumstances**

If the circumstances in which the insurance was entered into are materially altered without our written consent this Policy shall be voidable.

**Your Duty to Comply with Policy Terms**

Your observance of the terms of the Policy and the truth of your statements and answers to the best of your knowledge and belief in the Proposal shall be conditions precedent to our liability to make any payment under this Policy.

**Arbitration**

If any difference shall arise as to the amount to be paid under this Policy liability being otherwise admitted such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions. Where any difference is to be referred to arbitration the making of an award shall be a condition precedent to any right of action against us.

## **GENERAL INFORMATION**

**Basis of Sum(s) Insured**

Buildings sum(s) insured should be based on the cost of rebuilding your property to the same specification including garages outbuildings and permanent fittings etc (see the definition contained in the Policy) plus an amount of approximately 15% to cover demolition costs and architects and surveyors fees.

Market value is not necessarily an accurate indication of rebuilding costs.

Contents sum(s) insured should be based on the full cost of replacing all the property insured without allowance for wear tear and depreciation other than for household linen.

If a sum insured is inadequate at the time of a loss then your claim settlement may be reduced. If you add to the value of your property (for example by extending the property or buying new furniture) please remember to tell us or your intermediary as appropriate so that your sum(s) insured can be adjusted accordingly. Your attention is drawn to the Sum Insured Conditions under the Buildings and Contents sections of the Policy.

**New for Old Buildings**

In settling claims there will be no deduction for wear tear and depreciation.

**Contents**

In settling claims for total loss or damage beyond economic repair there will be no deduction for wear tear and depreciation except in respect of household linen.

**Claims Procedures**

The following points should be noted if you wish to make a claim under your Policy:

- i. without unnecessary delay report in writing to us and provide all information and assistance which we may reasonably require.
- ii. where property is lost stolen or maliciously damaged immediately notify the police and take all reasonable steps to recover the property.

- iii. immediately forward all correspondence legal process or any other document to us unanswered.
- iv. refrain from discussing liability with any third party.

**Jurisdiction Clause**

The Indemnity provided herein shall apply only to judgements or orders that are delivered by or obtained from a Court within the Maltese Islands.

Furthermore the indemnity shall not apply to a judgement or order obtained in Malta for the enforcement of a judgement obtained elsewhere or to costs and expenses of litigation recovered by any claimant from the Insured which costs and expenses of litigation are not incurred in the Maltese Islands.

**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.

**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)

**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**

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

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