Commercial Vehicle Insurance Policy



This policy is issued by the Malta Branch of Argus Insurance Company (Europe) Limited No. OC 1216, 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.

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions, and is not personalised to your specific needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

What is this type of Insurance?

This policy is designed to cover use of a vehicle for the purpose or operation of your trade or business. In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of vehicles. It also offers additional benefits (as set out below) depending on the cover you choose.



What is insured?

The sections of cover available are shown below. For full details please refer to your policy documents to see which cover you have chosen and the limits applied.

Cover for your commercial vehicle: (Third Party Only)

- Liability to third parties, covering other people and their property (other than the driver of your vehicle)
- ✓ Damage to third party property.
- Payments made under compulsory regulations.
- Emergency Treatment.
- Continental use & compulsory insurance requirements minimum insurance while driving on that continent

(Third Party Fire & Theft) All the above, plus:

 If your vehicle is damaged by fire, theft or attempted theft we will repair the damage and or replace what is lost or stolen.

(Comprehensive) All the above, plus:

- ✓ Loss or damage, fire, theft and accidental damage.
- New vehicle replacement if new within one year of its first registration.
- ✓ Reasonable cost of protection and removal of your Vehicle (€125).
- ✓ Medical treatment (€115).
- ✓ Replacement of keys/locks (€700).
- ✓ Glass in windscreens, sunroofs & windows.

Optional covers that can be selected

- Road side assistance
- ✓ Personal Belongings (€250).
- ✓ Personal Injury Benefit (€7,000).
- Cover outside Maltese Islands other than compulsory insurance.



What is not insured?

This is only a summary of what is not covered. for full details, please see the document of Insurance.

Commercial vehicle cover excludes

- X Loss of value following repair.
- Vuse of the vehicle whilst racing, in any contest or speed trial, treasure hunts or off-roading.
- Any damage caused whilst the vehicle is driven by any person including the policyholder who is acting in breach of any law or regulation.
- Any injury, damage or legal liability if the vehicle is being used for a purpose not shown in the policy and its schedule or expressly prohibited by the same.
- Injury, damage or legal liability caused if the vehicle is driven by any person under the influence of alcoholic drink or drugs, or is influenced or affected in any way.
- X Any damage caused to the vehicle if the driver falls asleep.
- Any injury, damage or legal liability if the vehicle is driven by any person who suffers from any medical condition including (but not limited to) diabetes or epilepsy, unless such condition has been notified to us.
- Loss or damage due to normal deterioration, mechanical or electrical fault, breakdown or failure or due to defective design.
- X Damage to tyres by breaking or punctures, cuts or bursts.
- Loss or damage by Pollution or contamination; Pressure waves; lonising radiation or contamination by radioactivity; Riot strike and civil commotion; Combustible items or equipment; Radioactive, toxic, explosive or other hazardous properties; Your vehicle being in an unsafe, un-roadworthy or illegal condition; Your vehicle being used or taken without your knowledge or express consent ;Consequential loss arising directly from damage or injury.
- **X** Theft whilst ignition keys are left in the vehicle.
- Vuse of your vehicle in restricted areas: airport grounds, airfields, seaports (unless specified in your schedule).
- X Drivers you allow to drive your vehicle without having a valid licence or outside the terms of your certificate of motor insurance.





Are there Any restrictions on cover?

- Insured drivers must have a valid driving licence.
- ! You will have to pay the first part of most claims (the excess). Refer to Schedule for details.
- ! If you are involved in an incident outside the Maltese Islands and a claim is lodged, a compulsory excess applies.

Limits which apply

- ! Liability to others €6,450,000 any one incident.
- ! Damage to third party property up to €1,300,000 any one incident.



Where am I covered?

- Maltese Islands.
- Any country which is a member of the European Union and any other which the Commission other the European Committees is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/EEC.

What are my obligations?

- You must take reasonable care to give us complete and accurate answers to any questions we ask whether you're taking out or making changes to your policy.
- You must tell us about any changes to the vehicle(s) insured (or to be insured) that may increase the amount that needs to be insured or change the limits on your schedule.
- You must also tell us about any changes to the people on the policy (including convictions) that may require us to change the terms.
- You must observe and fulfil the terms, provisions, conditions and clauses of this policy failure to do so could affect your cover.
- You must tell us about any accident, injury, loss or damage as soon as possible so we can tell you what to do next and help resolve any claim.
- If you need to make a claim, you must give us all the information we need to achieve a settlement or pursue a recovery by completing a claims form and any other required documentation as soon as reasonably possible.

It is your responsibility to

- Take reasonable care to make sure all information provided by you or on your behalf is honest and accurate.
- Tell us if any of your information is wrong or changes (e.g. a change of vehicle, usual garaging or motoring convictions).
- Pay the premium when required.
- Tell us about any incidents connected to this insurance as soon as possible whether or not related to a claim.
- Give us the information and help we need. This includes details of any police charges against you or the person driving your vehicle related to a claim being made.
- Check your policy documentation when you receive it to make sure you have the cover you need and expect.

Your policy may not be valid if we do not have the correct information.



When and how do I pay?

You can pay your premium as a one-off payment. Payment can be made by bank transfer, cash or debit/credit card.



When does the cover start and end?

- Cover can start once you have accepted our terms and agreed to pay the premium. It will last for 12 months from your policy start or renewal date, unless it is cancelled by you or us before it ends. (We can accommodate less than a year if necessary).
- You can find your policy start and end date on your policy schedule.



How do I cancel the contract?

- You have a statutory right to cancel your policy within 14 days from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is later.
- If you want to cancel, and your insurance cover has not yet started, you'll be entitled to a full refund of the premium paid.
- Or if your insurance cover has already started, you'll be entitled to a refund of the premium paid, with a deduction for the time for which you've been covered. This is calculated on a pro-rata basis. (Minimum charge €25).
- After any statutory cooling-off period you continue to have the right to cancel the policy and you will be entitled to return of the premium at short period rates. (Minimum charge €25), subject to no claims being reported during the insurance period and provided that you can provide evidence that your vehicle has been sold, garaged, scrapped or insured by another insurer.
- You must return your Current Certificate of Motor Insurance and the Schedule to us Immediately.

This policy is underwritten by:

Argus Insurance Company (Europe) Limited Unit G.04 West One, Europort Road, Gibraltar Telephone: (+350) 200 79520, Fax: (+350) 200 70942 E-mail: enquiries@argus.gi

Argus Insurance Agencies Limited bearing Company number C597 is enrolled to act as Insurance agent of Argus Insurance Company (Europe) Limited and is regulated by the Malta Financial Services Authority.