

Terms & Conditions of Use

Definitions

We/Us/Our/MelitaUnipol means MelitaUnipol Insurance Agency Ltd., as agents for Mapfre Middlesea p.l.c.

You/Your/Yourself means the User of the Website / Sites

Preliminary

These terms and conditions relate to your use of the services provided by MelitaUnipol Insurance Agency Ltd under the domain name www.melitaunipol.com ('the Site') and to your request to purchase a product or service.

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities or for any other reason in our sole discretion which we may decide. It is in your own interest to check this page any time you access our website so as to be aware of any amendments which may have been made.

These terms and conditions were last updated on the 9 May 2018

The Sites contain expressions of opinion, information, and material about our product range and services; however nothing on the Sites amounts to or should be considered to amount to advice. MelitaUnipol Insurance Agency Ltd has done its utmost to ensure the accuracy, timeliness and completeness of all information on the Sites. No person should act or refrain from acting on the basis of any matter contained in the Sites without seeking the appropriate legal or other professional advice on the particular facts and circumstances at issue.

Disclaimer

Except to the extent that loss or damage is caused directly by MelitaUnipol Insurance's gross negligence or willful misconduct and subject to the following paragraphs, MelitaUnipol and/or its employees expressly disclaim any and all liability whatsoever in respect of anything and in respect of the consequences of anything done or omitted to be done wholly or partly in reliance upon the whole or any part of the contents of the Sites. In particular and without limiting the generality of the foregoing, MelitaUnipol will not be liable for the delay in performing or failure to perform its obligations hereunder if the delay or failure results from events or circumstances beyond its control.

MelitaUnipol shall not be liable for any losses resulting from third party services outside its reasonable control whether such services are used by you to access the Sites or used by MelitaUnipol in order to comply with your instructions.

MelitaUnipol further expressly disclaims any and all liability in respect of any loss or damage suffered by any person as a result of the information contained on this Web site. All information on this Web site is:

- of a general informative nature only and should in no way be taken as an indication of future results;
- not necessarily comprehensive, complete or up-to-date; and
- subject to change without notice.

MelitaUnipol shall not be liable to you for any losses resulting from your accessing third party websites, whether or not you access such websites through the Sites. We reserve the right to modify, suspend or discontinue, temporarily or permanently, the use of the Sites, with or without notice. You agree that MelitaUnipol shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the use of the Sites.

Indemnity

You agree to indemnify, defend and hold harmless MelitaUnipol, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from, without limitation, your breach of these terms and conditions, your infringement of any intellectual property rights or any other right of any person or entity, or your breach of any duty of confidence or privacy, or any defamatory statements made by you in any form.

Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using this Site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Events Outside Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any service which is exclusively provided by the Sites and which is caused by events outside our reasonable control ("Force Majeure Event").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- Strikes, lock-outs or other industrial action;
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- Impossibility of the use of public or private telecommunications networks;
- The acts, decrees, legislation, regulations or restrictions of any government.

Severability

If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Online Purchasing & Refund Policy

If any of the information you have provided us with is incorrect and results in a wrong premium computation, we reserve the right to charge you for the difference or cancel the policy by giving you seven (7) days' notice in writing. If you are not entirely satisfied with the protection provided by the policy, you have a right to cancel the said insurance policy which you have purchased within fourteen (14) days of the date of issue or receipt of the terms and conditions, provided you would not have lodged a claim under the policy. We will refund you the policy premium you have paid but not the government stamp duty. Notification in writing together with the policy Schedule must be mailed to us. The cancellation option is not available if the departure date is within fourteen (14) days from date of issue or receipt of the terms and conditions. The refund will be made on the same credit/debit card that was used to purchase the policy.

Confidentiality and Data Protection

Please refer to our [Privacy Policy](#).

Governing Law

These terms and conditions shall be governed by Maltese Law. By accessing the Sites, you have accepted Maltese law as the law governing the use of the Sites. The Courts of Malta shall have exclusive jurisdiction over all claims or disputes arising out of, or in relation to, or in connection with the Sites and these terms and conditions.

MelitaUnipol Insurance Agency Ltd.,
17 Market Street, Floriana, FRN1081 MALTA. Europe.
Tel: (+356) 22067000

MelitaUnipol Insurance Agency Ltd., (Company Registration Number C 22256) is licensed to act as an insurance agent for Mapfre Middlesea p.l.c. (Company Registration Number C 5553) and is authorized under the Insurance Business Act, 1998 to carry out long term and general business and is regulated by the Malta Financial Services Authority.