

home

Policy

MIDDLESEA

A MEMBER OF THE  **MAPFRE** GROUP

HOME INSURANCE POLICY

This **Policy, Schedule** and **Endorsement(s)** (if any) together are evidence of the contract between **you** and Middlesea Insurance p.l.c. based on the information given to **us** and the declaration made on the proposal form. In return for receiving and accepting the premium, **we** will provide insurance in accordance with the terms and conditions of this **Policy**. **You** should read these documents and check them carefully to ensure they provide **you** with the cover **you** require. It is important that **you** should advise **us** immediately whenever any changes occur that affect what **you** have told **us**.

This **Policy** is valid for the period of insurance shown in the **Schedule** and any subsequent period for which **you** pay and **we** accept a renewal premium.

Unless both **you** and **we** agree otherwise, this contract of insurance is a **Maltese** one and is governed by and according to Maltese Law and is subject to the exclusive jurisdiction of the Maltese Courts. The cover provided by this **Policy** shall apply only to judgements or orders that are delivered by or obtained from a Court in **Malta**. Furthermore, the cover 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 **you** which costs and expenses of litigation are not incurred in **Malta**.

WE ARE ONLY RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH OUR PRIOR APPROVAL. If **your** home is broken into, the matter should be immediately reported to the Police prior to calling **our** Home Emergency Assistance line. The insurance cover and benefits available under this **Policy** are not transferable to any other party.



MARTIN GALEA
CHAIRMAN



ALFREDO MUÑOZ PEREZ
PRESIDENT &
CHIEF EXECUTIVE OFFICER

DEFINITIONS

Wherever **you** see the following words or phrases, they will have the meanings shown next to them and are shown in bold print. Any word or expression to which a specific meaning has been given has the same meaning wherever it appears unless the context requires otherwise:

Accidental Damage means damage caused suddenly and unexpectedly by external means other than **your** deliberate act.

Buildings means **your home**, its permanent **fixtures and fittings** including 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, landlord's **fixtures and fittings**, air conditioning equipment which is permanently installed, service tanks, aerials and 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 situated at the risk address shown in the **Schedule** and owned by **you** or for which **you** are legally responsible.

Contents means household goods and **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** including 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.

Credit and Debit Cards means credit, charge, debit, cheque, bankers or cash dispenser cards.

Emergency means an unforeseen or sudden occurrence which results in damage to **your home** demanding immediate action to render the dwelling safe and/or secure the building against further loss or damage.

Endorsement(s) means any alteration made to the **Policy** which has been agreed by **us** in writing.

Excess(es) means the first part of any claim which **you** have to pay **yourself**.

Fixtures and Fittings means built-in furniture, built-in ovens and hobs, fixed glass and sanitary ware, pipes, ducts, tanks, wires, cables, switches, stoves or fireplaces, boilers, fixed wall, ceiling and floor coverings other than carpets.

Home means **your** private residence described as the Risk Address in **your Schedule** and its domestic outbuildings and garage(s) all used for domestic purposes including any part of the **home** used for business purposes as agreed by **us** in writing. Unless **we** have agreed

otherwise, **your home** must be built of brick, stone or concrete and roofed with slates, tiles, concrete, asphalt, metal sheets or slabs composed entirely of incombustible mineral ingredients.

Incident means the sudden and unforeseen damage to **your home** as a consequence of which the **home** or its occupants are exposed to immediate risk of damage or injury.

Malta or Maltese mean the, or of the, Republic of Malta including any recognised sea passage within the Republic.

Money means current legal tender, cheques, postal and **money** orders, current postage stamps (not being part of a stamp collection), travellers cheques, travel tickets, luncheon vouchers, gift tokens and phonecards.

Pedal Cycle means any pedal cycle which belongs to **you** or is **your** legal responsibility and any accessories which are attached to it.

Personal Belongings means luggage, clothing, sports, musical and photographic equipment, laptops, notebooks, mobile phones and other items which **you** normally wear or carry with **you**. All such items must either belong to **you** or be **your** legal responsibility.

Policy means this booklet, the **Schedule** and any **Endorsement(s)** all of which are to be read together.

Schedule means the document attaching to this **Policy** containing **your** name and address, the period of insurance, the sections of this **Policy** which apply, the premium **you** have to pay, the property which is insured, the amounts for which **you** are covered and details of any extensions or **Endorsement(s)**.

Unfurnished means **your home** is not sufficiently furnished for normal living purposes.

Unoccupied means not lived in by **you** or any other person with **your** permission.

Valuables means stamp, coin or medal collections, antiques (not including furniture), collectibles, pictures, paintings and other works of art, items of gold, platinum, silver or other precious metals, jewellery, watches and furs. No one single **valuable** is worth more than the amount 2(B) shown in the **Schedule** unless specially insured as a separate item.

We or Us or Our mean Middlesea Insurance p.l.c.

You or Your or Yourself mean the Insured described in the **Schedule**, the husband or wife of the Insured, or the Insured's partner who permanently lives at the same address as the Insured and shares financial responsibilities (not including business partners or associates) or members of the Insured's family permanently residing with the Insured.

SECTIONS 1 – BUILDINGS AND 2 – CONTENTS

STANDARD COVER

You are covered against loss or damage to the **Buildings** and **Contents** of **your home**.

We will not cover or pay for loss or damage:

- i. which happens gradually or is caused by smoke from any agricultural or industrial operations;
- ii. caused by subsidence, heave or landslip, movement, settlement or shrinkage in any part of the **Buildings** or by movement of the land belonging to the **Buildings**;
- iii. to fences, gates, paths, drives, rubble walls, hedges, trees, shrubs, plants and lawns caused by storm, flood, falling trees or branches;
- iv. while **your home** is **unoccupied** or **unfurnished** for more than 90 consecutive days in a row prior to such loss or damage occurring or discovered caused by:
 - a. malicious people or vandals;
 - b. riot, strikes, labour or political disturbances;
 - c. water escaping from washing machines or dishwashers or any other domestic appliances or water tanks, pipes or fixed installations including heating systems;
 - d. oil or fuel escaping from a fixed heating installation;
 - e. theft or attempted theft.
- v. caused by animals and domestic pets owned by **you** or under **your** control;
- vi. to hedges, trees, shrubs, plants and lawns caused by felling or lopping by **you** or on **your** behalf;
- vii. caused by demolition of or structural alteration or structural repair to **your home** or damage caused by any of them;
- viii. caused by impact by vehicles owned by you or under your control.

SECTION 1 - BUILDINGS

STANDARD EXTRA COVER

The most **we** will pay for any claim in respect of any of the following is the limit shown on **your Schedule**.

1. PROFESSIONAL FEES AND DEBRIS REMOVAL

We will pay for architects' and surveyors' fees to repair any loss or damage insured under this **Policy** and the cost of removing debris or propping up the damaged parts of the **Buildings** including the costs of meeting building regulations or local authority bye-laws.

We will not pay any costs which are not agreed by **us** in advance or costs relating to building regulations or local authority bye-laws resulting from a notice served on **you** before the date of loss or damage.

2. TEMPORARY ALTERNATIVE ACCOMMODATION

If **your home** is made unfit to live in as a result of any loss of or damage insured under this **Policy**, we will pay for rent **you** would have paid including reasonable additional costs payable for comparable accommodation for **your** family and pets who normally live in **your home** during the period necessary to restore **your home** to a condition fit to live in.

3. AIR-CONDITIONING AND ENERGY SAVING EQUIPMENT

We will pay for loss or damage caused by mechanical or electrical breakdown to air-conditioning equipment, solar heating systems and photovoltaic systems which are permanently installed to the **Buildings**, provided that at least annual maintenance is carried out.

We will not pay for costs and expenses:

- i. for the which the manufacturer or supplier is responsible;
- ii. in connection with maintenance services;
- iii. if the equipment is more than five years old at the time of loss or damage.

4. TRACE AND ACCESS

We will pay the cost of locating and of removing and replacing any part of the **Buildings** necessary to repair a household heating or water system which has caused an escape of water or oil.

5. SALE OF YOUR HOME

If **you** have agreed to sell **your home**, the buyer who completes the purchase will have the benefit of the cover provided under this Section up to the date the contract is completed or up to the expiry date of the current period of insurance whichever comes first and provided the **Buildings** are not otherwise insured by or on his behalf.

6. NEW FIXTURES AND FITTINGS

We will pay for loss or damage insured under this **Policy** to new **Fixtures and Fittings** whilst in the **home** for installation or in the course of installation provided that no structural alterations to the **Buildings** are required.

7. DAMAGE BY THE EMERGENCY SERVICES

We will pay for loss or damage to the **Buildings** caused when the fire, police or ambulance services have to force in an entry or exit from **your home** because of an **emergency**.

SECTION 2 - CONTENTS

STANDARD EXTRA COVER

The most **we** will pay for any claim in respect of any of the following is the limit shown on **your Schedule**.

1. TEMPORARY ALTERNATIVE ACCOMMODATION

If **your home** is made unfit to live in as a result of any loss of or damage insured under this **Policy**, **we** will pay for rent **you** would have paid including reasonable additional costs payable for comparable accommodation for **your** family and pets who normally live in **your home** during the period necessary to restore **your home** to a condition fit to live in.

2. CONTENTS NOT IN YOUR HOME

We will pay for loss or damage insured under this **Policy** to the **Contents** of **your home**:

- when these are in the open within the boundaries of the land belonging to **your home** including items of garden equipment and furniture; or
- whilst temporarily removed from **your home** and remaining in **Malta** or in transit anywhere in **Malta**.

3. CHRISTMAS, WEDDING AND GRADUATION GIFTS

We will automatically increase the sum insured on **Contents** by the amount shown in the **Schedule** in the following circumstances:

- a. during December for Christmas gifts bought and received;
- b. during the period one month before and one month after the wedding or graduation of any member of **your** family normally living in **your home** to cover any gifts bought and received for such occasion.

4. LOCKS AND KEYS

If **you** lose the keys to the inside or outside doors of **your home** or to the safes or alarms in **your home** or they are stolen, or there is **accidental damage** to the locks of the outside doors, safes or alarms, **we** will either pay the cost of changing parts of the locks or, at **our** option, the cost to replace the locks.

5. METERED WATER AND OIL

We will pay for loss of metered water in **your home** caused by anything covered by this Section and the cost of oil lost from the domestic heating installation following damage caused by anything covered by this Section to any part of the domestic heating installation.

We will not pay while **your home** is **unoccupied** or **unfurnished** for more than 90 consecutive days in a row prior to such loss or damage occurring or discovered.

6. NEWLY ACQUIRED CONTENTS

We will automatically increase the **Contents** sum insured by the amount shown in **your Schedule** for newly acquired **Contents**. **You** must request cover (increase **your** sum insured and pay additional premium) for these within 30 days of their acquisition.

7. FOOD IN A FREEZER IN YOUR HOME

In addition to the cover already provided under this Section, **we** will also pay for the cost to replace your frozen food contained in **your** domestic deep freeze cabinet or the freezer section of **your** domestic refrigerator/freezer if this is damaged by:

- a. a rise or fall in temperature; or
- b. contamination from refrigerant or refrigerant fumes.

We will not pay for loss or damage:

- i. resulting from the deliberate act of any power supply authority or the withholding or restricting of power by such an authority;
- ii. within the first 12 hours of such rise or fall in temperature.

8. PERSONAL MONEY AND CREDIT AND DEBIT CARDS

We will pay for loss of personal **money** in **Malta** and financial loss arising from any **credit and debit cards** issued in **Malta** to **you** being stolen or accidentally lost and subsequently used by someone other than **you**.

We will not pay for any loss due to confiscation, depreciation in value or errors or omissions in receipts, payments or accountancy or non-abidance with **credit and debit cards** regulations.

9. PEDAL CYCLES AND SPORTS EQUIPMENT

We will pay for loss of or damage to **your pedal cycles** and **your** sports equipment in **Malta**.

We will not pay for:

- i. motor assisted **pedal cycles**;
- ii. loss or damage while the **pedal cycle** is being used for racing, pace making or trials;
- iii. loss or damage to tyres or accessories unless the **pedal cycle** is stolen or damaged at the same time;
- iv. when not in **your home** by theft or attempted theft unless the **pedal cycle** is in a locked building to which only **you** have access or if in the open the **pedal cycle** is attached to something which will not move and has been made secure by a security device;
- v. balls, shuttlecocks, racquet strings, fishing lines or attachments unless other sports equipment is lost or damaged at the same time;
- vi. **your** sports equipment when **you** are using it in any professional sporting activity.

10. LEGAL EXPENSES

We will pay **your** legal costs and expenses incurred by **you** for legal proceedings in the event of a dispute relating to:

- a. the purchase, hire, hire-purchase, service or repair of consumer goods;
- b. contracts for the purchase of service for **home** improvements;
- c. **your** ownership or occupation of **your** main **home**; and
- d. **your** employment which is capable of being heard before an industrial tribunal.

This cover is being provided subject that **our** legal or other experts are satisfied that there is a reasonable prospect that **you** will be successful with **your** claim and the legal proceedings will be dealt by a court or other competent body in **Malta**.

We will not pay for:

- i. any **incident** or matter which commences before the period of insurance or which occurs outside **Malta**;
- ii. disputes relating to the construction, conversion, extension or demolition of buildings;
- iii. legal expenses in recovering uninsured losses arising out of the use of a motor vehicle, **excess** and car hire and claims in respect of consumer disputes over services for the sale of a motor vehicle and goods relating to motor vehicle parts or equipment;
- iv. costs in any action against another person who is insured by this **Policy** or against **us** or any of **our** agents or intermediaries.

11. FATAL ACCIDENT

We will pay the amount shown in the **Schedule** if any member of **your** family dies within 60 days of an injury caused by an accident in **your home**, an assault or fire in **your home**, an accident whilst travelling as a fare-paying passenger by bus or licensed taxi in **Malta** or an assault in the street.

SECTION 3 - PERSONAL BELONGINGS AND VALUABLES STANDARD COVER

We will pay for loss or damage to **your personal belongings** and **valuables** up to the amounts shown in the **Schedule** for:

- a. unspecified items whilst anywhere in **Malta**;
- b. specified items anywhere within the European Union.

Cover under (b.) above may be extended to World-Wide, subject to the payment of an additional premium.

We will not cover or pay for loss or damage:

- i. which **you** have caused, allowed to happen, chose to ignore or not reported to the Police;
- ii. if **your home** is used to receive visitors in connection with **your** business operating from **your home** unless there is forcible and violent entry or exit into or from **your home** or entry is gained into **your home** by deception;
- iii. while **your home** is **unoccupied** or **unfurnished** for more than 90 consecutive days in a row prior to such loss or damage occurring or discovered;
- iv. by deception unless deception is used only as a way to get into **your home**;

- v. theft or attempted theft from an unattended vehicle other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a locked vehicle which has been broken into by the use of force or violence;
- vi. to sports racquets, sticks, bats and clubs;
- vii. china, glass, earthenware and other items of a brittle nature;
- viii. contact lenses, corneal cap, micro lenses and hearing aids;
- ix. to those items of jewellery having settings and/or clasps noted in the Specification List attaching to the Schedule of this **Policy** which have not been checked by a competent jeweller in accordance with the warranty referred to in the same Specification List;
- x. covered by another policy.

SECTION 4 - YOUR LIABILITY TO OTHERS

STANDARD COVER

We will cover **you** against **your** legal liability for damages, claimant's costs and expenses incurred solely as owner or occupier or in a personal capacity or as an employer of a domestic employee if anyone, other than **you**, is accidentally injured, falls ill or dies or if property, other than **yours** or is in **your** care, is accidentally lost or damaged.

We will also pay **your** defense costs and expenses if **we** agree to do so in advance.

This cover applies to **incidents** which take place during the period of insurance in **Malta**.

In the event of **your** death, **we** will also cover **your** legal personal representatives in respect of **your** legal liability covered by this **Policy** provided that **your** legal personal representatives observe the terms of this **Policy** as far as they can apply.

We will not cover **your** liability:

- i. in connection with injury including death, disease or illness to **you**;
- ii. in connection with someone (other than a domestic employee) being injured or falling ill or dying while they are working for **you**;
- iii. in connection with ownership, possession or use by **you** or on **your** behalf of a motor vehicle licensed for road use, children's motor vehicles, go-karts, mechanically propelled or assisted vehicles (other than stair lifts, garden machinery and pedestrian-controlled vehicles), caravans, trailers, aircraft, hovercraft, boats (other than hand-propelled boats), mechanically propelled or assisted watercraft;
- iv. arising under any agreement unless **you** would still have been liable without the agreement;
- v. arising out of or in connection with **your** business or profession;
- vi. arising directly or indirectly from the transmission of any communicable disease or virus by **you**;

- vii. arising from **your** living in or occupying land or buildings other than **your home** or its grounds;
- viii. arising from animals, whether domestic or otherwise;
- ix. arising from deliberate or malicious acts;
- x. arising from the use of firearms irrespective of the type of propellant;
- xi. covered by any other insurance.

SECTION 5 – HOME ASSISTANCE & EMERGENCY SERVICES

STANDARD COVER

Home Assistance is a 24 hour 365 days a year Comprehensive Emergency Service designed to assist you in the event of an emergency at your home.

No benefit shall be payable unless the Emergency Service Scheme Administrator has been notified and has authorised assistance through the medium of the emergency number stated in the Schedule.

The Policy Number stated in the Schedule must be quoted when calling for assistance and the relevant identification produced on request of our operator, tradesman or any other of our agents.

Definitions applicable to this Section of this **Policy**:

Emergency means a sudden and unforeseen **incident** at **your home** which immediately exposes **you** or a third party to a risk to their health or creates a risk of loss or damage to the property and/or any of **your** belongings or renders **your home** unfit for people to live in.

Emergency Repair means the repair necessary to render **your property** safe and/or secure against further loss or damage as a result of unforeseen or sudden occurrence which results in damage to **your** property necessitating immediate action.

Emergency Services Scheme Administrator means **MIDDLESEA ASSIST**, whose principal office is at 18A – Europa Centre, John Lopez Street, Floriana – FRN1400, which provides all claims management administration of this Home Emergency Service.

The **Emergency Service Scheme Administrator** undertakes to provide an **Emergency Repair** service to secure **your home** and prevent further loss or damage occurring following an emergency as a result of one of the following occurrences:

1. sudden or unexpected breakdown or damage to piping, leaks from sanitary fixtures and fittings and fixed water installations within **your home**;
2. complete failure of the electrical supply within **your home** as a result of a fault or damage to the internal electrical installation;
3. **your home** being made insecure or if entry is impeded due to loss or theft of keys or damage to locks as a result of theft or any other accidental cause or in the event that a member of **your** household may have locked himself/herself in a room;
4. breakage of glazing to external windows or doors which render **your home** insecure.

Limits:

We will cover the cost of the callout, and labour that are necessary for the emergency repair up to a maximum of 2 hours labour or the amount of € 200 for each **incident** whichever is the lowest, and a maximum of 3 interventions per year.

In the event that the repairs exceed the amount stated above, **you** will be responsible for the difference unless such repairs become payable as an insurable loss under any other Sections of this **Policy**. **We** will not cover or pay for any material or spare parts.

The benefits provided under this Section of the **Policy** will be entirely managed by the **Emergency Service Scheme Administrator**. **You** must not arrange for any repairs unless the **Emergency Service Scheme Administrator** have been notified and authorised such repairs.

We will not cover or pay for any of the following:

- i. the cost of replacement parts due to natural wear and tear;
- ii. costs and expenses in connection with maintenance services;
- iii. damage to buildings and contents of **your home**;
- iv. external overflows or replacement of cylinders, tanks, radiators and sanitary ware;
- v. burst or leaking flexible hoses or leaking washing appliances that are fitted with a stop tap;
- vi. external water supplies;
- vii. loss of keys for outbuildings, garages and shed;
- viii. loss or damage arising from or caused by natural disasters (floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological events).

GENERAL EXCLUSIONS

We will not pay for any:

- i. **excess(es)** shown in the **Schedule**.
- ii. costs, expenses or fees for preparing any claim **you** make under this **Policy**;
- iii. costs and expenses in connection with maintenance services or for which a manufacturer, supplier or service provider is responsible under warranty or contract;
- iv. loss or damage caused by or resulting from rust, corrosion, wet or dry rot, mould, vermin, insects, fungus, deterioration or wear and tear, movement, settlement or shrinkage, defect in construction or installation, faulty, defective or poor design or workmanship, latent defects, the use of faulty or defective materials, the lack of or faulty maintenance, depreciation, loss of value, atmospheric or climatic conditions, the action of light, ingress of water, any gradually operating cause, process of cleaning, washing, repair, alteration or restoration;
- v. loss or damage caused by or resulting from mechanical, electrical or electronic breakdown unless such loss or damaged is originally caused by an event which is covered by this **Policy**;
- vi. loss or damage as a result of the confiscation or detention by order of any government, public or local authority or items held by customs or other officials;
- vii. pet animals or birds;
- viii. loss or damage to business goods, stocks or equipment and business or professional use of musical instruments, photographic and sporting equipment and accessories;
- ix. loss or damage to **money** or **credit and debit cards** (other than as provided for in this **Policy**), securities and documents of any kind;
- x. loss or damage, cost or expense of whatsoever nature directly or indirectly caused to any transmission or distribution lines;
- xi. loss or damage occurring or arising from an event which happens before this **Policy** commences;
- xii. loss or damage caused by malicious computer codes or the failure of a computer chip or computer software to recognise a true calendar date;
- xiii. loss or damage caused by seepage, pollution or contamination unless directly caused by a sudden identifiable, unintended and unexpected **incident** occurring entirely at a specific time and place during the period of insurance;
- xiv. fines, penalties, punitive or exemplary damages;

- xv. claim resulting from deception by **you**;
- xvi. loss or damage arising from or occasioned by:
 - a. war, invasion, civil war, conflict or commotion;
 - b. any chemical, biological, bio-chemical or electromagnetic weapon;
 - c. ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment;
 - d. pressure waves by aircraft and other aerial devices travelling at sonic or supersonic speeds.

GENERAL CONDITIONS

1. **We** will provide cover under this **Policy** only if the material information **you** gave **us** when applying for insurance or when making a claim is true as far as you know. To be covered by this **Policy**, **you** must keep to the terms, conditions and **Endorsement(s)** of this **Policy**.
2. **You** must do all that **you** reasonably can to prevent loss or damage to property insured under this **Policy** and to maintain such property in a sound condition and in a good state of repair.
3. As soon as **you** become aware of an event or cause that may lead to a claim under this **Policy**, **you** or **your** legal representatives must:
 - i. tell **us** immediately and provide **us** at **your** own expense all the information and help **we** need;
 - ii. tell the Police immediately about any property which has been lost, stolen or maliciously damaged;
 - iii. do all **you** can to recover any lost or stolen property;
 - iv. tell the issuing authority immediately about any lost or stolen **credit and debit cards**;
 - v. forward **us** immediately and unanswered any writ, summons or other legal documents served on **you** or **your family** in connection with any claim or legal liability arising from injury or damage;
 - vi. not discuss, admit, reject or negotiate on any claim with anyone else without **our** written permission.
4. **We** will handle and settle **your** claims in the following manner:
 - i. in the event of loss or damage to the property described in the **Schedule**, we can choose to settle **your** claim by either repairing or replacing the property or by making a payment. Unless otherwise specified, a deduction for wear and tear or depreciation will not be made;
 - ii. **we** will not pay more than the Total Sum Insured specified in the **Schedule** for all claims resulting from one **incident** or accident. Similarly we will not pay more than one limit of liability shown in the **Schedule** for a single **incident** for liability cover;

- iii. provided that the sum insured for **Buildings** and that for **Contents** represents its and their full value respectively and the repair or replacement is carried out without delay, **we** will not, except for clothing and household linen, deduct an amount for wear and tear or depreciation;
 - iv. if at the time of loss or damage the respective sums insured for **Buildings** and **Contents** are less than the cost of rebuilding or replacement as new, **we** will only pay in the same proportion as **your Buildings** or **Contents** sum insured bears to the full value of the property at the time of loss or damage;
 - v. **we** will not pay for the cost of replacing any undamaged part of the **Buildings** or **Contents** which forms part of a suite or part of a common design when damage is restricted to a specific part or to a clearly identifiable area and replacements cannot be matched. In that event, payment will be limited to the value which such item or items may have as part of such suite or design;
 - vi. **we** will not reduce the sum insured following a claim payment unless the claim relates to a total loss;
 - vii. **we** may enter any **Building** where loss or damage has occurred;
 - viii. following the settlement of any claim, any salvage becomes **our** property. **You** must not, however, abandon property to **us** but await **our** instructions as to its disposal;
 - ix. **we** may take over and conduct in **your** name with complete and exclusive control, the defense or settlement of any claim;
 - x. **we** may at **our** expense and for **our** own benefit start legal action in **your** name to recover compensation from others in respect of any amount paid or payable under this **Policy**;
 - xi. for any claim or series of claims arising from one event involving legal liability covered by this **Policy**, **we** may either pay up to the limit shown in the **Schedule** less any amounts previously paid or any lower amount for which **we** can settle **your** claim. Once **we** have made the payment, **we** will have no further liability for **your** claim.
5. Where fraud (including exaggeration) is detected, claims will not be paid and **we** may refer the matter to the Police for criminal prosecution. The **Policy** may not only be rendered invalid but **we** may also take other action consistent with **our** legal rights.
6. If any loss, damage or liability which **you** are claiming for under this **Policy** is covered by any other insurance, **we** will pay only **our** proportionate share of that claim.
7. i. **You** may cancel this **Policy** at any time during its term. Any refund of premium will be worked out from the date **we** receive **your** cancellation instructions. Provided no claim or loss has arisen in the current period of insurance, **we** will return part of the premium calculated on **our** cancellation rates for the unexpired period of insurance.

- ii. If **you** are not entirely satisfied with the protection provided by the **Policy** you have purchased from **our** website, **you** have a right to cancel the said **Policy** within 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**.
8. **We** may cancel this **Policy** by sending **you** a registered letter giving you 7 days' notice to **your** last known address. **We** will refund the appropriate proportion of **your** premium worked out on a pro-rata basis from the date of **our** letter.
9. If **we** disagree about the amount to be paid under this **Policy** (liability being otherwise admitted), **you** and **we** have the right to refer to arbitration. **We** will write to **you** to inform **you** of this option and must then write and tell **us** if **you** want to proceed. An arbitrator will be appointed in accordance with the statutory provisions in force at the time as amended or replaced from time to time. The apportionment of the costs and expenses of the arbitration will be determined by the arbitrator. The making of an award is a condition precedent to any right of action against **us**.

Using the arbitration procedure does not preclude **you** from appealing against the arbitrator's decision in a court of law.

OUR COMPLAINTS PROCEDURE

We are committed to providing good quality services. **We** recognize however that clients may not be satisfied with the service provided. To deal with this **we** have a complaints procedure. For the sake of clarification a complaint is broadly defined as being a written expression of dissatisfaction with services that **we** provide or actions **we** have taken that require a response. **We** distinguish complaints from queries. Queries are challenges to specific decisions in specific circumstances.

How to complain

Step 1 – Contacting us

The first step is to talk to a member of **our** staff or to the intermediary if **your** Proposal was arranged through one. This can be done informally either directly or by telephone.

Usually the best staff member to talk to will be the person who dealt with the matter **you** are concerned about as they will be in the best position to help **you** promptly and to put things right. If they are not available or **you** would prefer to approach someone else then ask for the manager or senior person responsible. **We** will seek to resolve the problem immediately. If **we** cannot do this then **we** will take a record of **your** concern

and arrange the best way and time for getting back to **you**. This will normally be within 2 working days.

Step 2 – Taking your complaint further

If **you** are still unhappy the next step is to put **your** complaint in writing, addressing it to **our** Complaints Officer, setting out the details, explaining what **you** think went wrong and what **you** feel would put things right. If **you** are not happy about writing a letter **you** can always ask a member of staff to take notes of **your** complaint which **you** will be then asked to sign. **You** will be provided with a copy for **your** own reference. This record will be passed promptly to the Complaints Officer to deal with.

Once **our** Complaints Officer receives a written complaint, s/he will arrange for it to be fully investigated. **Your** complaint will be acknowledged in writing within 5 days of receiving it and the letter will say when **you** can expect a full response. This should normally be within 3 weeks unless the matter is very complicated such as where other organisations need to be contacted. Where this is the case **we** will still let **you** know what action is being taken and tell **you** when **we** expect to provide **you** with a full response.

Taking your complaint elsewhere

If **you** are still not satisfied with the Complaints Officer's response, **you** can always seek advice elsewhere. **You** may contact the Consumer Complaints Manager at the Malta Financial Services Authority on 8007 4924 or 2144 1155.

Following these procedures will not affect **your** right to take legal action.

NOTES

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Middlesea Insurance p.l.c. (C-5553) is authorised by the Malta Financial Services Authority to carry on both Long Term and General Business under the Insurance Business Act, 1998.

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