



MAPFRE Middlesea p.l.c.
Middle Sea House
Floriana - Malta

E-mail: mapfre@middlesea.com
Website: <http://www.mapfre.com.mt>

COMMERCIAL HOME INSURANCE POLICY

Thank **you** for choosing MAPFRE Middlesea p.l.c. **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, Schedule and Endorsement(s)** (if any) together are evidence of the contract between **you** and MAPFRE Middlesea 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**.

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 commercial 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.



JAVIER MORENO GOZALEZ
PRESIDENT &
CHIEF EXECUTIVE OFFICER



OLIVA DARMANIN
CHIEF OFFICER TECHNICAL

TABLE OF CONTENTS

| | |
|---|----|
| DEFINITIONS | 1 |
| SECTION 1 - BUILDINGS & SECTION 2 - CONTENTS | 3 |
| SECTION 1 - BUILDINGS (STANDARD EXTRA COVER) | 4 |
| SECTION 2 - CONTENTS (STANDARD EXTRA COVER) | 5 |
| SECTION 1 - BUILDINGS & SECTION 2 - CONTENTS (STANDARD EXTRA COVER) | 5 |
| SECTION 3 - TENANT RENT DEFAULT | 6 |
| SECTION 4 - YOUR LIABILITY TO OTHERS | 7 |
| SECTION 5 - HOME ASSISTANCE AND EMERGENCY SERVICES | 8 |
| GENERAL EXCLUSIONS | 10 |
| GENERAL CONDITIONS | 14 |
| OUR COMPLAINTS PROCEDURE | 16 |

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

Buildings mean **your commercial 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, 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.

Commercial Home means the property described as the risk address on **your Schedule**, its domestic **outbuildings** and garage(s) owned or occupied by **you** for domestic purposes. Unless **we** have agreed otherwise, **your commercial 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.

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**.

Domestic Employee means a person employed to carry out domestic duties associated with **your commercial home** and not employed by **you** in any capacity in connection with any business, trade, profession or employment.

Electronic Equipment means all devices that require voltage and power to operate and their related accessories and peripheral equipment.

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

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

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

Exclusion(s) mean(s) something **your Policy** does not cover **you** for.

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

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

Jewellery means articles of gold, silver or other precious metals and/or precious stones intended for ornamentation of the person or to be worn.

Lease Agreement means a legally binding agreement, between the owner of the **commercial home** and the **tenant(s)**, defining the rights and obligations of all involved parties in relation to the **commercial home**.

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, bearer bonds, saving stamps and certificates, petrol coupons, pre-booked entertainment and event tickets, deeds, bills of exchange and phone cards.

Motor vehicle(s) or **vehicle(s)** mean(s) any **vehicle** intended for travel on land and/ or sea and propelled by electrical and/or mechanical power, including but not limited to **motor vehicles**, motorcycles, bicycles, railed **vehicles**, watercraft, amphibious **vehicles**, caravans, aircraft and spacecraft (other than domestic garden equipment).

Outbuildings shall mean sheds, greenhouses, guests' quarters and other **buildings** which do not form part of the structure of the main building of **your commercial home** and are used or occupied for domestic purposes.

Pathogenic pest(s) mean(s) rats, mice, oriental wasp, American cockroach, cockroach, termites, woodborers, bed bugs and fleas.

Period of Insurance means any length of time which **we** have accepted **your** premium for, as shown on **your** latest **Schedule**.

Personal Belongings mean luggage, clothing, sports, musical and photographic equipment, laptops, notebooks, mobile phones and other items which **you** normally wear or carry with **you**.

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

Rent means the amount of **money** receivable on a weekly, monthly or yearly basis as noted in **your lease agreement**.

Schedule means the document attaching to this **Policy** covering **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, details of any extensions or **Endorsement(s)** and other relevant details.

Sum Insured means the amount shown on the **Schedule** being the maximum amount payable for all claims which happen because of any one **incident**.

Tenant(s) mean(s) the occupier of **your commercial home** as noted in **your lease agreement**.

Unfurnished means **your commercial 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.

We or **Us** or **Our** mean **MAPFRE Middlesea p.l.c.**

You or **Your** or **Yourself** mean the insured as described in the **Schedule**.

SECTION 1 – BUILDINGS & SECTION 2 – CONTENTS

You are covered against **accidental loss and/or damage** to the **buildings** and **contents** of **your commercial home**. The most **we** will pay for any claim is the **sum insured**.

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 commercial home** is **unoccupied** or **unfurnished** for more than 90 consecutive days 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 commercial home**;
- viii. caused by cracks to **your buildings** which do not impair the stability and/or soundness of **your commercial home** arising from structural works and/or road works in the vicinity of **your commercial home**;
- ix. to pools and/or water reservoirs arising from structural works and/or road works in the vicinity of **your commercial home**;
- x. **motor vehicles**, caravans, trailers, boats, canoes, surfboards, sailboards, hovercraft, aircraft, gliders, unmanned aerial devices, electric scooters and any accessory which is designed to be used with any of these;
- xi. to **money, jewellery** and/or **valuables**;
- xii. to pedal cycles which belong to **you** or are **your** legal responsibility, and any accessories which are attached to them;
- xiii. by theft, except from **your commercial home**, and then only if there is violent or forcible entry to or exit from **your commercial home** or if consequent upon and in connection with actual or threatened assault or violence to **you**;
- xiv. to portable **electronic equipment**, unless such loss or damage is caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, impact by any **motor vehicle**, earthquake, volcanic eruption, storm, flood, bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes, vandalism and burglary or theft from **your commercial home**, and then only if there is violent entry to or exit from such property.

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 or Loss of Rent

If **your commercial home** is made unfit for **your tenant(s)** to live in as a result of any **accidental loss and/or damage** insured under this **Policy**, **we** will at **our** option pay for either:

- a) the **rent you** have to pay as the **commercial home** owner, including reasonable additional costs payable, for comparable accommodation for **your tenant(s)** and their pets who normally live in the **commercial home** during the necessary period to restore **your commercial home** up to a condition fit to live in; or
- b) loss of **rent** as the **commercial home** owner during the necessary period to restore **your commercial home** up 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:

- a) for which the manufacturer or supplier is responsible;
- b) in connection with maintenance services;
- c) 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 Commercial Home

If **you** have agreed to sell **your commercial 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 **commercial home** for installation or in the course of installation provided that no structural alterations to the **buildings** are required.

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 or Loss of Rent

If **your commercial home** is made unfit for **your tenant(s)** to live in as a result of any **accidental loss and/or damage** insured under this **Policy**, **we** will at **our** option pay for either:

- a) the **rent you** have to pay as the **commercial home** owner, including reasonable additional costs payable, for comparable accommodation for **your tenant(s)** and their pets who normally live in the **commercial home** during the necessary period to restore **your commercial home** up to a condition fit to live in; or
- b) loss of **rent** as the **commercial home** owner during the necessary period to restore **your commercial home** up to a condition fit to live in.

2. Contents not in your Commercial Home

We will pay for **accidental loss and/or damage** insured under this **Policy** to the **contents** of **your commercial home**, excluding **personal belongings**:

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

3. Fire Extinguishing Expenses

We will pay **you** the cost of replenishing firefighting appliances and **accidental loss and/or damage** to such appliances following an insured fire in **your commercial home**.

SECTION 1 – BUILDINGS & 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. 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 commercial home** because of an **emergency**.

2. Locks and Keys

If the keys to the inside or outside doors of **your commercial home** or to the safes or alarms in **your commercial home** are lost or stolen or there is **accidental loss and/or 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.

3. Metered Water and Oil

We will pay for loss of metered water in **your commercial 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 commercial home** is **unoccupied** or **unfurnished** for more than 90 consecutive days prior to such loss or damage occurring or discovered.

4. 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 **your commercial home** improvements;
- c) **your** ownership or occupation of **your commercial 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**.

SECTION 3 – TENANT RENT DEFAULT

The most **we** will pay for any claim in respect of any of the following is the limit shown on **your Schedule** or the amount shown on the current **lease agreement**, whichever is the less, for a maximum duration of 3 months' **rent** in any one **period of insurance**.

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

'**You**' or '**your**' shall mean the owner of the **commercial home**.

We will pay for either:

1. the **rent** owed by the **tenant(s)** under the **lease agreement** if such **tenant(s)** stop paying **rent**, or leave before the end of the tenancy period without giving prior notice as stated in the **lease agreement**; or
2. loss of **rent** due to the death of the sole **tenant**; or
3. legal costs and fees **you** incur against the **tenant(s)** to recover:
 - a) possession of the **commercial home** where the **tenant(s)** fail(s) to pay the **rent** set out in the **lease agreement**; and
 - b) the amounts owed to **you** by the **tenant(s)**.

We will not cover or pay for:

- i. the **excess** stated in the **Schedule**;
- ii. the lost deposit set out in the **lease agreement**;
- iii. any amount recoverable from the balance of **your tenant(s)** deposit;
- iv. any claim where there is no **lease agreement** in place;
- v. any claim if the **tenant(s)** is(are) in arrears at inception of the **Policy**;
- vi. any amount in **excess** of what the **tenant(s)** is(are) legally liable to pay;
- vii. any claim caused by a reduction, deferral or waiver of **rent** payable by the **tenant(s)** which **you** as the owner of the **commercial home** have agreed to;
- viii. any claim where the **tenant(s)** has(have) not paid a minimum of one months' **rent**;
- ix. any claim where the **tenant(s)** leave with, or without notice because **you** as the owner of the **commercial home** have failed to adhere to **your** obligations drawn up under the **lease agreement**.

Special Conditions

1. If **rent** is overdue, the **tenant(s)** must be contacted within seven days to establish the reason for the default. If the **rent** is not paid within a further seven days, the **tenant(s)** must be contacted again. If the **tenant(s)** cannot be reached and it is lawful to do so, **you** or **your** agent must serve notice of a requirement to undertake an inspection in accordance with **your** rights within the **lease agreement** and visit the **commercial home**. **You** should seek legal advice if **you** are unsure that such an inspection is lawful.
2. **You** must mitigate losses by seeking alternative **tenant(s)** as soon as the **commercial home** is vacant.
3. Cover will only operate if the **buildings** are leased on a long-term contract of at least 6 months duration.

SECTION 4 – YOUR LIABILITY TO OTHERS

We will cover **you** against **your** legal liability for damages, claimant's costs and expenses incurred solely as owner or **tenant(s)** 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** defence costs and expenses if **we** agree to do so in advance.

This cover applies to **incidents** which take place during the **period of insurance** within the boundaries of **your commercial home**.

The maximum amount of indemnity that **we** will pay is the limit stated on **your Schedule** arising from any one event or one source or original cause, including defence costs and expenses.

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 bodily injury including death, disease or illness to **you**;
- ii. in the event of a claim made by a **tenant(s)** against any other **tenant(s)** living in the same **commercial home** in respect of bodily injury including death, disease or illness or if property is accidentally lost or damaged;
- iii. in connection with someone, other than a **domestic employee**, being injured or falling or dying while they are employed by **you**;
- iv. 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 and garden machinery) caravans, trailers, aircraft, hovercraft, mechanically propelled or assisted watercraft, sailboards and surf boards, toy and model watercraft, drones and electric scooter(s);
- v. arising whilst **your commercial home** is sublet in whole or in part;
- vi. arising under any agreement unless **you** would still have been liable without the agreement;
- vii. arising out of or in connection with **your** trade, business, profession or employment;
- 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;
- xii. liability which happens because **you** own or occupy any land not specified in the **Schedule**.

SECTION 5 – HOME ASSISTANCE AND EMERGENCY SERVICES

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

No benefit shall be payable unless Middlesea Assist Ltd. 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.

This service may only be requested by the parties named in the Schedule.

Definitions applicable to this Section of this Policy:

Emergency means a sudden and unforeseen **incident** at **your commercial 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 commercial home** unfit for people to live in.

Emergency Repair means the necessary repairs 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. Depending on the nature of the repair and the circumstances, the **emergency** repair rendered might be a temporary one and further corrections or adjustments might be needed for the repair to become complete and permanent. The service is limited to a total of 3 interventions per year depending on the type of benefit used.

Middlesea Assist Ltd. undertakes to provide an **emergency** repair service to secure **your commercial home** and prevent further loss or damage occurring following an **emergency** as a result of one of the following occurrences:

1. Burst Pipes and Leak Detection

In the case of a sudden or unexpected breakdown or damage to tap water piping, leaks from sanitary **fixtures and fittings** and fixed water installations inside **your commercial home**.

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.

2. Failure of Electrical Supply

In the case of a complete failure of the electrical supply within **your commercial home** as a result of a fault or damage to the fixed internal electrical installation.

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.

3. Loss or Theft of Keys

In the case of **your commercial 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 **your tenant(s)** may have locked themselves in a room.

In the event that a professional locksmith service is required, **you** may be required to settle the payment with the assistant on the spot and later request a refund versus a fiscal receipt without the need to open a claim.

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.

4. Breakage of Glass

In the case of a breakage of glazing to external windows or doors which render **your commercial home** insecure.

We will cover the cost of the callout and labour that are necessary for the **emergency** repair (which might consist of boarding) up to a maximum of 2 hours labour or the amount of €200 for each **incident** whichever is the lowest.

5. Property Surveillance and Custody

In the case that access to **your commercial home** cannot be restored immediately, an appointment for a security guard will be scheduled at the first available convenience until access can be secured.

We will cover the cost of the security guard up to a maximum of 10 hours labour for each **incident**. This benefit is limited to a maximum of 1 intervention per year.

6. Pest Vermin (Pest Control)

In the case **your commercial home** or part thereof is infested with **pathogenic pests**, an appointment for a pest controller visit will be scheduled at the first available convenience.

We will cover the cost of the pest control services up to a maximum of €200 for each **incident** and a maximum of 1 intervention per year.

For the purposes of this extension, cover specifically excludes:

- mould;
- replacement of any of **your buildings** and/or **contents**;
- prevention treatment;
- treatment for non-**pathogenic pests** and phantom bugs;
- casual intruders such as but not limited to snakes, hedgehogs and bats.

In cases where the pest controller does not find evidence of the infestation, **you** will be liable for the costs of the service.

Conditions applicable to Emergency Covers 1 – 6 above:

In the event that the repairs and/or services exceed the amount stated above, **you** will be responsible for the difference which may become payable to the assistant on the spot and may be later refunded 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 Middlesea Assist Ltd. **You** must not arrange for any repairs and/or services unless Middlesea Assist Ltd. has been notified and authorised such repairs and/ or services.

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

- i. the cost of replacement parts;
- ii. costs and expenses in connection with maintenance services;
- iii. damage to **buildings** and **contents** of **your commercial home**;
- iv. external overflows or replacement of cylinders, water heaters, boilers, radiators and sanitary ware;
- v. burst or leaking flexible hoses or leaking appliances that are fitted with a stop tap;
- vi. external water supplies, tanks and reservoirs, leaking or dripping tap;
- vii. loss of keys for **outbuildings**, garages and sheds;
- 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), subterranean fire, subsidence, landslide, ground heave, settlement or shrinkage;
- ix. external / public electricity supply;
- x. electrical supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems;
- xi. loss or damage arising from circumstances known to **you** prior to the effective date of this Section;
- xii. any cost relating to the attempted repair by **you** or **your** own contractor;
- xiii. any **emergency** in **your commercial home** if it is **unoccupied** for more than 90 consecutive days;
- xiv. demolition, structural repairs or alterations to the property, faulty workmanship or using faulty materials;
- xv. costs relating to the restoration of decorations, fixtures, fittings or landscape and the reinstatement of floors and pathways removed to deal with the **emergency**;
- xvi. breakdown of, loss of or damage to domestic appliances or other mechanical equipment;
- xvii. loss or damage relating to permanent repairs more specifically insured as part of any other insurance policies;
- xviii. drainage installations, gulleys and drains;
- xix. damages arising from third party properties, including but not limited to third party shafts or roofs;
- xx. any liability arising out of the provision of security services and pest control visits.

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, mildew, rising damp, the action of light, gradual 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 damage is originally caused by an event which is covered by this **Policy**;
- vi. pet animals or birds;
- vii. loss or damage to business goods, stocks or equipment, and business or professional use of musical instruments, photographic and sporting equipment and accessories;
- viii. loss or damage to **money** or credit and debit cards, credit, charge, debit, cheque, bankers or cash dispenser cards, securities and documents of any kind;
- ix. loss or damage occurring or arising from an event which happens before this **Policy** commences;
- x. loss or damage caused by malicious computer codes or the failure of a computer chip or computer software to recognise a true calendar date;
- xi. fines, penalties, punitive or exemplary damages;
- xii. **Confiscation**
We will not pay for loss or damage as a result of the confiscation, commandeering, nationalisation, seizure, restraint, detention, appropriation, requisition, detention or destruction of or damage to property by order of any government, public or local authority or items held by customs or other officials.
- xiii. **Transmission or Distribution Lines**
We will not pay for loss or damage, cost or expense of whatsoever nature directly or indirectly caused to any transmission or distribution lines.
- xiv. **Seepage, Pollution and Contamination**
We will not pay for 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**.
- xv. **Deception**
We will not pay for a claim resulting from deception by **you**.
- xvi. **War**
We will not pay for loss or damage arising from or occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising military or usurped power or any person or persons acting on behalf of or in connection with any organisation, the object of which include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

xvii. **Riot and Civil Commotion**

We will not pay for loss, damage or liability occasioned by or happening through riot or civil commotion.

xviii. **Sonic booms**

We will not pay for loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

xix. **Radioactive Contamination**

We will not pay for loss or damage arising from or occasioned by:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
- e) any chemical, biological, bio-chemical or electromagnetic weapon.

xx. **Terrorism**

We will not pay for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 or in connection with any organization(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, 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 alleges that by reason of this **exclusion**, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured. In the event any portion of this **Endorsement** is found to be invalid or enforceable, the remainder shall remain in full force and effect.

xxi. **Hazardous Materials**

We will not pay for:

- a) loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss;
- b) any legal liability directly or indirectly caused by or contributed to by or arising from the use, manufacture, storage, filling, breaking down or transport of high explosives including pyrotechnic materials in **your buildings**.

xxii. **Sanction Limitation and Exclusion Clause**

We will not pay for any claim or pay any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.

xxiii. **Pairs and Sets**

We will not pay for any costs of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article, of the same type, colour or design.

xxiv. **Consequential Loss**

We will not pay for depreciation in value of **money** or of other property or any consequential loss (including reduced value after items have been repaired or replaced).

xxv. **Asbestos**

We will not pay for 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, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

xxvi. **Transmissible Spongiform Encephalopathies (TSE)**

We will not pay for any 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).

xxvii. **Genetically Modified Organisms**

We will not pay for legal liability directly or indirectly arising from or contributed to by modifications to a genetically modified organism's (GMO's) genetic material.

This **exclusion** applies to (but is not limited to):

- claims attributable to the genetic instability, inadequate characterisation or performance of GMOs;
- claims relating to blending or contamination i.e. damage resulting from the unintentional, non-agreed or improper blending or mixing of GMOs with other organisms or products or their pollination by GMOs;
- claims relating to environmental impairment, ecological damage, or damage to biodiversity.

For the purposes of this **exclusion** the terms:

- *organism* shall be taken to mean any biological or molecular unit either living or capable of reproducing or replicating itself, including but not limited to animals, plants, micro-organisms, cells, cell cultures and cell organelles, as well as biological units incapable of independent sexual reproduction, including but not limited to viruses, viroids, sterile domesticated animals, and cultured plants that are either sterile or solely capable of vegetative reproduction, as well as their seeds;
- *genetically modified organism (GMO)* shall be taken to mean organisms according to the preceding definition which have undergone, or whose precursors have undergone, or parts of which have undergone, a genetic engineering process which resulted in their genetic change in a manner unachievable through traditional breeding methods or natural genetic recombination.

xxviii. **Unmanned Aerial Vehicles Exclusion**

We will not pay for any loss or damage to or liability howsoever arising from and to unmanned aerial vehicles.

xxix. **Communicable Disease Exclusion – LMA5394**

Endorsement applicable to Section 1 – Buildings, Section 2 – Contents and Section 3 – Tenant Rent Default

1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes 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 a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. 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:
 - 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
 - 2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - 2.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

xxix. **General Exclusion for Pandemics**
Endorsement applicable to Section 4 – Liability

This insurance excludes loss, damage, cost or expense caused by, resulting from, arising out of or related to, either directly or indirectly, or any action taken to hinder, defend against or respond to any pandemic or fear or threat of a pandemic, including but not limited to:

- Coronavirus Disease (COVID-19);
- Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- Any mutation or variation of SARS-CoV-2;

This **exclusion** applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, damage, cost or expense, and regardless whether or not there is any declaration of an outbreak of a pandemic by the WHO or any authorised national or international body or legal jurisdiction. For the purpose of this **exclusion**, a pandemic shall be defined as a widespread outbreak of a human infectious disease, i.e. a human-to-human spread of a virus (e.g. influenza, SARS-CoV-2) into at least three countries on two different continents.

xxx. **Cyber Loss Limited Exclusion Clause (LMA5410 Amended)**

1. Notwithstanding any provision to the contrary within this insurance agreement or any **Endorsement** thereto, this insurance agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
 - 1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of the following paragraph 2.
 - 1.2 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.
2. Subject to the other terms, conditions and **exclusions** contained in this insurance agreement, this insurance agreement will cover physical damage to tangible property insured under the original policies and any Time Element Loss directly resulting therefrom.

Definitions

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 afore mentioned 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.

Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

GENERAL CONDITIONS

1. Disclosure and Observance of Conditions

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. Precautions

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. Claims Procedure (Your Duties)

As soon as **you** become aware of an event or cause that may lead to a claim under this **Policy**, but in no case not later than 60 days, **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. 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;
- v. not discuss, admit, reject or negotiate on any claim with anyone else without **our** written permission.

4. Claims Procedure (Our Rights)

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 defence 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. **Fraud**

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. **Contribution**

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. **Cancellation (Your Rights)**

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 a pro-rata refund for the unexpired **period of insurance**, excluding the government duty.

8. **Cancellation (Our Rights)**

- i. **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.
- ii. **We** may also cancel the **Policy** immediately at **our** discretion and without notice if **you** do not pay the premium. **You** will not get a refund for any part payments already made.

9. **Arbitration**

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.

10. **Identification**

This **Policy** including the **Endorsement(s)**, **Schedule** and specifications, shall be read together as one contract.

11. **Changes in Your Circumstances**

You must tell **us** as soon as possible in writing about any change which may affect this insurance particularly:

- change of address;
- structural alteration to **your commercial home**;
- if **you** intend to use the **commercial home** for any reason other than its intended use;
- if **you** use the **commercial home** for office or clinic-type work; or
- if the **commercial home** will be **unoccupied**.

You must also notify **us** as soon as possible if **you** have been declared bankrupt or have been convicted of or charged with but not yet tried for any offence other than driving convictions.

We will then advise **you** of any change in terms. If **you** are in any doubt please ask **us** or **your** insurance advisor.

OUR COMPLAINTS PROCEDURE

We are committed to providing good quality services. **We** recognise that a client 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.

HOW TO COMPLAIN

STEP 1 – CONTACTING US

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

Usually the best person 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 address the matter to 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 the concern and arrange the best way and time for getting back to **you**. This will normally be within two working days.

STEP 2 – TAKING THE COMPLAINT FURTHER

If **you** are still unhappy the next step is to put the complaint in writing, addressing it to Complaints Officer, MAPFRE Middlesea plc, Middle Sea House, Floriana FRN 1442 or via e-mail on compofficer@middlesea.com. **Your** communication should set out the details, explain 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 **our Company** to take notes of the 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 the Complaints Officer receives a written complaint, it shall be fully investigated. The complaint will be acknowledged in writing within five working days of receiving it and the letter will state when **you** can expect a full response. This should normally be within fifteen working days 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 will inform **you** when **we** expect to provide 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:

Office of the Arbiter for Financial Services
N/S in Regional Road,
Msida MSD 1920
Malta
Telephone: 8007 2366 or 21249245
E-mail: complaint.info@financialarbiter.org.mt
Website: www.financialarbiter.org.mt

The Office of the Arbiter will expect that **you** have a final reply to **your** complaint from **us** before approaching them.

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

COMHP-V2.0-010323
Com. No. MMS170223/1