

# Motor Insurance Policy

## Insurance Product Information Document

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**MAPFRE**  
**MIDDLESEA**

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.

This is a summary of the insurance policy. It is not personalised to your individual needs. Complete pre contractual and contractual information can be found through <https://www.mapfre.com.mt/individuals/motor-car-insurance/> as well as your policy documentation.

### What is this type of insurance?

This Motor Insurance Policy provides you with third party liability cover, as required by law, to drive a car on a road. This type of cover is commonly known as Third Party Only. You can upgrade cover to include fire damage to or theft of your vehicle, commonly known as Third Party Fire and Theft, or upgrade to Comprehensive where cover also includes accidental loss of or damage to your vehicle.



#### What is insured?

Motor Insurance covers third party liability as required by law (TPO) i.e. any damage caused to persons and property. Limits of liability are €6,450,000 for bodily injury and €1,300,000 for property damage. These limits apply for each accident irrespective of the number of third parties involved. If you opt to purchase Third Party Fire & Theft (TPF&T) or Comprehensive (COMP) cover you would need to establish a sum insured for your vehicle. This should reflect its market value and claims will be settled on the basis of this value at the time of loss. Apart from TPO insurance the TPF&T policy provides cover against loss or damage to the vehicle caused by fire, self ignition, lightning or explosion, and/or theft or attempted theft. The COMP policy provides cover for other loss or damage to the insured vehicle.

#### Extensions of cover applicable to Comprehensive, Third Party Fire & Theft, Third Party Only policies:

- ✓ Free Roadside Assistance and Breakdown service limited to a maximum of four (4) breakdown services per policy period across all covers. This includes repair on the spot, Battery boost assistance limited to two battery boost services per week, Towing of the vehicle, Second delivery service, Transport of the vehicle occupants when the vehicle cannot be used, Flat tyre assistance, Fuel delivery limited to one service per year and Locksmith service limited to one service per year. Subject to some limitations, this cover is available anywhere within Europe.
- ✓ Personal Accident cover up to a limit of €10,000 per person and €30,000 in any one period of insurance;
- ✓ Medical Expenses cover up to a limit of €500 for each injured person;
- ✓ Breakage of Glass up to €1,000;
- ✓ Use by the Motor, Hotel or Restaurant Trade;
- ✓ Protected No Claims Discount (optional for Private Vehicles Only and available at an additional premium).

#### Extensions of cover applicable to Comprehensive, Third Party Fire & Theft policies:

- ✓ Legal Assistance for Uninsured Losses up to €1200 any one claim;
- ✓ Personal Belongings cover up to €350 each occurrence;
- ✓ Emergency Overnight Accommodation Outside Malta up to €500 any one incident;
- ✓ Lost Keys and Locks up to €500 any one claim;
- ✓ Use Outside Malta within the Designated States;
- ✓ Use Outside Malta outside of the Designated States (at an additional premium).

#### Extensions of cover applicable to Comprehensive policies

- ✓ Courtesy Vehicle up to €350 any one claim (Private Vehicles Only);
- ✓ Earthquake cover (Optional, available at an additional premium);
- ✓ Excess Waiver (Private Vehicles only).

#### Extensions of cover applicable to Third Party Fire & Theft policies:

- ✓ Cover for loss or damage caused by Storm, Tempest, Flood and Hail (Private Vehicles Only).

#### Extensions of cover applicable Third Party Fire & Theft, Third Party Only policies (Private Vehicles Only):

- ✓ Wise Protect : In the event of the total loss of your vehicle, following an accident which was your fault, we will pay you €500 if you purchase another vehicle and insure it with us. Your no claims bonus will not be affected.

#### There will be no effect on your No Claim Discount:

- ✓ If after a claim you have lodged you are found not responsible for the accident and we fully recover costs from responsible party;
- ✓ If your No Claims Discount is protected and one at fault claim is registered during the policy period;
- ✓ For windscreen/window damage, child seats, loss of keys and locks and medical expenses.



#### What is not insured?

- ✗ The policy excess;
- ✗ Values other than those established as the Market Value;
- ✗ Use outside the Territorial Limits specified;
- ✗ Any liability accepted solely by an agreement;
- ✗ Loss by fraud and deception;
- ✗ Damage to tyres other than following an accident; theft or attempted theft whilst your vehicle:
  - is unlocked;
  - windows are open;
  - sun roof is left open or unlocked;
  - removable roof panel is not attached and locked;
  - convertible roof or hood is not secured and locked;
  - ignition keys or devices used to gain entry or to operate your vehicle have been left in or on the vehicle or unsecured and/or unattended without proper precautions having been taken;
  - has been left unattended with the engine running
  - when there is no-one in it;
  - Unless in a locked private garage.
- ✗ Damage to tyres other than following an accident;
- ✗ Mechanical / electrical / electronic breakdown;



## What is not insured?

- ✗ Depreciation / wear and tear;
- ✗ Loss arising from your vehicle being removed, detained or confiscated as a result of a road traffic or vehicle licensing offence;
- ✗ Loss or damage to your vehicle arising from inappropriate type or grade of fuel being used;
- ✗ Consequential Losses;
- ✗ Loss of use of your vehicle or other indirect costs when it is damaged or stolen.



## Are there any restrictions on cover?

No cover is applicable under policy if:

- ! the vehicle is not being used as agreed in the contract, including the use as a tool of trade;
- ! the vehicle is being used for racing or any other form of motor sports and any trials;
- ! the vehicle is being driven by an unauthorised driver;
- ! the vehicle is not registered in Malta unless you are in the process of doing so;
- ! you are driving under the influence of alcohol or drugs;
- ! you are driving without the appropriate driving licence or if you are breaking the conditions of the driving licence;
- ! any loss as a result of a deliberate act, criminal or illegal acts;
- ! any losses result from acts of war or terrorism.



## What are my obligations?

- You must take reasonable care to give us complete and accurate answers to any questions we ask, whether you are taking out, renewing or making changes to your policy. This applies either by speaking to us or in any document and applies to all persons who are covered by this policy.
- It is a condition of this policy that you inform us immediately of any changes to the vehicle and its details, risk address and authorised drivers and any change in circumstances or material facts which may affect this insurance.
- You must observe and fulfil the terms, provisions, conditions and clause of this policy as failure to do so could affect your cover.
- You must give us notice as soon as reasonably possible but in no case not later than 20 days, of any accident, injury, loss or damage and send to us every letter or other information in your possession without delay, or we may refuse to pay the claim except as required under legislation.
- You need to inform us immediately you become aware of any civil or criminal proceedings, inquest or fatal enquiry in connection with any event for which there may be liability under this policy and send us immediately any correspondence or other documents you receive; and cooperate with us and assist us fully as required.
- No admission, offer, promise, repudiation, payment or agreement shall, except with our written consent be made or given by or on behalf of you or any person covered under this policy.



## Where am I covered?

- ✓ You are automatically covered for third party liability while driving the insured vehicle in any designated state as defined under the Motor Vehicles (Third Party Risks) Ordinance (Chapter 104 of the Laws of Malta) and any subsidiary legislation.
- ✓ Any cover for loss or damage to your vehicle under a TPF&T and COMP policy is provided anywhere within the Maltese Islands.
- ✓ Extra cover is required at an additional premium for such cover to be operative outside of Malta.
- ✓ A Green card must be purchased if you are travelling in countries outside the EU.
- ✓ The Airside use of the vehicle is not covered.



## When does the cover start and end?

The contract will commence from the start date shown on the policy schedule. It will also end on the expiry date shown on the policy schedule unless cover is cancelled before by either you or us.



## When and how do I pay?

- Payment must be made before the commencement of insurance cover, annually. This applies both to a new policy and to a policy that is being renewed.
- You may pay your premium by credit/debit card, by internet banking, in cash or by cheque. Payments may also be effected online through internet banking or via our website or Client Portal.
- If your policy is purchased through an authorised intermediary, the payment for the policy should be made to them.



## How do I cancel the contract?

- You may cancel this policy as long as you are able to present evidence that your car has been transferred to a new owner, or insured by another insurer, or else that the car has been registered as "garaged", "scrapped" or "exported" in accordance with any Transport Malta rules and regulations effective at the time of cancellation.
- You are required to return your certificate of motor insurance to us.
- Unless you have made a claim during the current period of insurance, we will calculate the charge for the expired portion of your insurance using our short period rates to the date we receive your certificate of motor insurance and refund any amount due to you.
- We may also cancel your contract by providing you with a 7 day notice of cancellation. Unless you lodged a claim during the current period of insurance, we will give you a pro-rata refund for the unexpired cover subject that you provide us with the current certificate that is being cancelled.