

Atlas HomePak *Policy*



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Your Policy - The Contract of Insurance

Welcome to **Your** Homepak Policy. This policy is a contract between **You** and **Atlas Insurance PCC Limited**, the basis of which is the proposal **You** have signed and the consideration for which is the premium shown on the **Schedule**.

Your policy consists of:

- the policy wording in this booklet and in any supplements;
- the **Schedule**;
- any **Endorsement** added throughout the currency of the policy.

We will, in the event of injury, loss, damage or liability happening during any period of insurance, provide insurance as described in the following pages for those sections **You** have chosen.

Please read this policy to make sure **You** know what cover is provided. Any change in details on proposal must be notified to **Us** immediately. Failure to do so may invalidate **Your** policy. A copy of the proposal form **You** have completed is available on request.

About Your Policy

General Definitions

If **We** explain what a word means, that word has the same meaning wherever it is used in the policy or **Schedule** even if the word is defined in a section for which cover is not operative. These words are highlighted by the use of **bold print**.

For example:

- Endorsement** Any change to the terms of the policy.
- The **Incident Excess** means the first €55 (Lm23.61) of each and every loss unless changed by **Endorsement**. The **Incident Excess** applies solely where specifically stated in the policy.
- Malta** The Republic of Malta.
- The **Schedule** means the most recently updated **Schedule** including any attached Specification/s and indicates:
- the sections chosen;
 - the sums insured/monetary limits;
 - any special terms (**Endorsements**) that may apply to **Your** policy;
 - other relevant details.
- You/Your/the Insured** means the person named as the **Policyholder** in the **Schedule** and each member of the **Policyholders'** family normally residing in the **Buildings**.
- Us/We/Our/the Company** refers to **Atlas Insurance PCC Limited**.
- Other words are explained elsewhere in the policy or **Schedule**.

Layout of each Section

Your policy is designed to help **You** understand the extent of cover provided. **You** will find these headings on many of the pages:

What is covered

These sections are printed on a white background and give detailed information on the insurance provided.

What is not covered (specific exclusions)

These sections, shown on a blue background, draw **Your** attention to what is not included in the scope of **Your** policy.

There are also a set of General Exclusions applying to the whole policy on page 18.

To help **You** further **We** have included some explanatory notes in **Your** policy

These are printed on a background of this colour

Your Schedule will show if this section has been chosen.

What are Buildings? Buildings means the structure of **Your Private Residence** shown in the **Schedule** and the following if they form part of the property at the same address:
 (a) tennis hard courts, swimming pools (including fixed pool related machinery and equipment), patios, drives, boundary and garden walls, gates, hedges, and fences;
 (b) buildings owner's immovable fixtures, fittings (including aerials and satellite dishes) and interior decorations.

If the **Private Residence** forms part of an apartment block, the **Buildings** shall also include **Your** proportionate share of the common parts of the apartment block.

What is the Private Residence? The **Private Residence** means the house, bungalow, flat or maisonette shown in the **Schedule** including its domestic garages and outbuildings if they form part of the property at the same address but excluding those items described in (a) and (b) above.

The **Private Residence**, unless stated by Endorsement, is built of brick, stone or concrete and roofed with slate, tile, asphalt, metal or concrete and is used for private residential purposes.

What is meant by Unoccupied? A **Private Residence** is Unoccupied if it is not being normally lived in by anyone with **Your** permission for 30 consecutive days or more or for the period of consecutive days (or more) shown on the **Schedule** or by **Endorsement**. Occupancy for the purpose of tenancing, letting, and subletting, while **You** are living elsewhere than in the **Private Residence**, is not considered normal.

What is the most We will pay?

We will not pay more in total than the **Buildings** sum insured for any one claim under **Causes 1-11** and **Additional Benefits 13, 14, 16, and (if applicable) 17**. **We** will pay, in addition, any amount due under **Additional Benefits 12 and 15**.

Furthermore, in respect of the following property these limits apply:

- (a) for any claim in respect of aerials, aerial fittings and masts: €200 (Lm85.86) in any one period of insurance;
- (b) for any claim in respect of satellite dish aerials: €1,250 (Lm536.63) in any one period of insurance.

If the **Buildings** sum insured is less than the **Full Value** (see **General Condition 1 - Keeping Your sums insured at the correct level**) the sum paid by **Us** will be limited to the same proportion as **Your Buildings** sum insured bears to the **Full Value** of the property at the time of the incident leading to a claim. **We** cannot pay any of the cost of extending or improving **Your Buildings** beyond their condition as new.

What is covered	What is not covered (specific exclusions) - See also General Exclusions
<p>Your policy covers loss or damage to the Buildings by the following Causes:</p>	<p>The Incident Excess in respect of Causes 3, 5, 6, 8, 9, 10 and 11 and Additional Benefit 13. See also exclusions 3(a) and 17(b).</p> <p>Loss or damage while the Private Residence is Unoccupied in respect of Causes 4, 5, 6, 7 and 10 and Additional Benefit 14.</p>
<p>Causes</p> <p>1. Fire, explosion, lightning, thunderbolt, earthquake, subterranean fire.</p>	
<p>2. Smoke.</p>	
<p>3. Storm or flood.</p>	<p>3. (a) The first 20% (minimum €450 Lm193.19) of each and every loss affecting rubble walls and the Incident Excess in respect of losses affecting other parts of the Buildings except aerials, aerial fittings and masts in which case no excess is applicable.</p> <p>(b) Loss or damage caused:</p> <ul style="list-style-type: none"> i) to gates, hedges and fences; ii) by rain unless the Buildings (in respect of which the claim is made) are so damaged by storm or flood as to admit rain water to the interior of the said Buildings.

4. Riot, civil commotion, strikes, labour and political disturbances.

5. Malicious persons.

6. Escape of water from:
- a fixed: water installation; drainage installation; heating installation;
 - a washing machine, dishwasher or water bed.

6. Loss or damage to the installation, washing machine, dishwasher or water bed including all other costs related to their repair or replacement if caused by normal wear and tear or defect in construction or installation.

7. Theft or attempted theft.

7. Loss or damage if the **Buildings** are lent, let or sublet in whole or in part.

8. Collision or impact by:
- vehicles, aircraft or aerial devices or anything dropped from them;
 - animals.

8. Loss or damage caused by pets.

9. Breakage or collapse of radio, television or satellite dish aerials and their fittings and masts.

9. Loss or damage to the aerial itself and its fittings and masts.

10. Escape of oil from a fixed heating installation including smoke and smudge damage by vaporisation due to a defective heating installation.

10. Loss or damage to the installation if caused by normal wear and tear or defect in construction or installation.

11. Falling trees, lamp posts, electricity, flag and telephone poles or any part of them.

11. (a) Loss or damage to trees, posts or poles themselves.
(b) Costs of removal if the fallen tree, pole or post has not caused damage to the **Buildings** which is covered by this **Cause**.

ADDITIONAL BENEFITS

The following **Additional Benefits** are included in this section:

12. DEBRIS REMOVAL AND BUILDING FEES

If there has been damage which is covered under **Section 1 - Buildings**,

We will pay for:

- cost of removal of debris;
- architects', surveyors', consulting engineers' and other fees which **You** have to pay to reinstate the **Buildings** but not for preparing any claim;
- the additional cost of reinstating the **Buildings** that **You** have to pay to comply with building and government regulations and local authority bye-laws.

You must obtain **Our** consent before any work of this kind commences unless immediate action is required in the interests of safety. **We** will not pay more than 10% of the **Buildings** sum insured for any one claim.

12. (a) Costs of complying with government or local authority requirements if notice of these requirements has been served to **You** before the loss or damage.

(b) Costs which relate to undamaged parts of the **Buildings**.

13. UNDERGROUND PIPES AND CABLES

Accidental damage to underground:

- water pipes, sewage pipes and drains;
 - electricity cables and telephone cables;
- for which **You** are legally responsible and which extend from the **Buildings** to the public mains.

13. Accidental damage resulting during repair or maintenance work to pipes and cables.

14. GLASS AND SANITARY WARE

Accidental breakage of:

- fixed glass in windows, doors, fanlights, skylights, conservatories and verandahs and ceramic hobs in fitted appliances;
- fixed sanitaryware and bathroom fittings.

14. Loss or damage to water closet seats.

15. LOSS OF RENT/ALTERNATIVE ACCOMMODATION

While the **Private Residence** cannot be lived in because of loss or damage covered under **Section 1 - Buildings**, **We** will pay for:

- the amount of rent **You** lose or;
- the reasonable cost of alternative accommodation incurred with **Our** Consent.

We also pay reasonable accommodation costs incurred with **Our** consent if civil authorities do not let **You** occupy the Private Residence following loss or damage to neighbouring property which would have been covered by this section had it happened to **Your Buildings**.

We will not pay more than 15% of the **Buildings** sum insured for any one claim.

16. PURCHASER'S INTEREST CLAUSE

If **You** have contracted to sell the **Buildings** at the time of a loss covered by **Section 1 - Buildings** and the contract of sale is finalised prior to payment under the policy, **We** will pay the purchaser for such loss or damage subject to:

- **Your** rights and liabilities and those of the **Company** not being affected;
- the amount payable being limited to the extent of the purchaser's financial interest or the **Buildings** sum insured whichever is the lower amount;
- there not being any other insurance on the **Buildings**.

Accidental Damage Extension

Your Schedule will show if this Additional Benefit has been chosen.

What is covered

17. Loss or damage to the **Buildings** provided they are less than 25 years old at the time of commencement of cover under this extension.

What is not covered - See also General Exclusions

17. (a) Loss or damage:
- i) specifically excluded under this **Section 1 - Buildings**;
 - ii) by chewing, scratching, tearing or fouling by domestic animals;
 - iii) specifically covered elsewhere in this policy even if cover is not operative;
 - iv) arising from alteration, extension or weakening of support to the **Buildings** other than sudden and unforeseen collapse or threat of collapse if the **Buildings** are less than sixteen years old at the time of collapse or threat of collapse;
 - v) by fluctuations in electricity unless caused directly by any of **Causes** 1-11 and reported to **Us** within three working days;
 - vi) arising while the **Buildings** are lent, let or sublet in whole or in part;
- (b) The first €115 (Lm49.37) of each and every loss.

Your Schedule will show if this Additional Benefit has been chosen.

What are Contents

The following items are included provided that:

- they belong to **You** or **You** are legally responsible for them (but only to the extent of Your financial liability to the owner) and;
- they are mainly used for private purposes:
 - **Household Goods** including tenants' interior immovable fixtures, fittings and interior decorations.
 - **Personal Effects** meaning clothes and articles of a strictly personal nature likely to be worn, used or carried and also portable radios, portable TVs, sports equipment and bicycles. It does not include **Valuables** or **Money**.
 - **Valuables** meaning **Jewellery** or other articles of gold, silver or other precious metals; watches; furs; pictures, paintings and other works of art; collections of stamps, coins, and medals.
 - **Jewellery** meaning articles of gold, silver or other precious metals and/or precious stones intended for the ornamentation of the person or to be worn.
 - **Money** meaning coins and bank notes in current use, cheques, postal orders and money orders, bearer bonds, savings stamps and certificates, stamps in current use, travel tickets, petrol coupons, record tokens, book tokens or other tokens, luncheon vouchers, trading stamps, deeds, bills of exchange and travellers' cheques.

What items are not covered

- (a) Mechanically propelled vehicles, watercraft, aircraft, caravans and trailers but lawn mowers and garden cultivators are covered.
- (b) Parts, accessories, tools, fitted radio and cassette players for the items excluded in (a) above.
- (c) **Buildings** owners' immovable fixtures, fittings and interior decorations.
- (d) Property more specifically insured by any other insurance or section of this policy.
- (e) Living things excluding house-plants.
- (f) Property primarily used for business purposes other than fax machines and computers.
- (g) Aerials including satellite dish aerials and their fittings and masts.
- (h) Fixed swimming pool equipment and machinery.
- (i) Documents other than as shown in **Additional Benefit 21 - Documents**.

What is the most We will pay

We will not pay more in total than the **Contents** sum insured for any one claim under **Causes** 1-11 and **Additional Benefits** 12-14 and 18, 19, 20, 21, 22 and 24 (if applicable). In addition, **We** will pay any amounts due under **Additional Benefits** 15-17 and 23.

The following limits also apply:

- | | |
|--|---|
| <ul style="list-style-type: none"> ▪ for Valuables and for Household Goods and Personal Effects ▪ for any one Valuable unless individually specified ▪ for Jewellery ▪ for Money | <p>the relevant sums insured in the Schedule</p> <p>5% of the Contents sum insured or €2,500 (Lm1,073.25) (whichever is the lower amount)</p> <p>€20,000 (Lm8,586) unless otherwise shown in the Schedule</p> <p>€600 (Lm257.58)</p> |
|--|---|

See also limits in Additional Benefits

These are the standard limits. If **You** have increased any of them, the revised limits which apply to **Your** policy will be shown in **Your Schedule** or in an **Endorsement**.

If the **Contents** sum insured combined with the respective sum insured related to **Section 3 - Personal Belongings** is less than the **Full Value** (see **General Condition 1 - Keeping Your sums insured at the correct level**), the sum paid by **Us** will be limited to the same proportion as the above mentioned sums insured bear to the **Full Value** of the property at the time of the incident leading to a claim.

We cannot pay any of the cost of extending or improving **Your Contents** beyond their condition as new.

What is covered

Your policy covers loss or damage to **Your Contents** while they are inside the **Private Residence** by the following **Causes**:

Causes

1. Fire, explosion, lightning, thunderbolt, earthquake, subterranean fire.

2. Smoke.

3. Storm or flood.

4. Riot, civil commotion, strikes, labour and political disturbances.

5. Malicious persons.

6. Escape of water from:
▪ a fixed: water installation;
drainage installation;
heating installation;
▪ a washing machine, dishwasher or water bed.

7. Theft or attempted theft.

8. Collision or impact by:
▪ vehicles, aircraft or aerial devices or anything dropped from them;
▪ animals.

9. Breakage or collapse of radio, television or satellite dish aerials and their fittings and masts.

10. Escape of oil from a fixed heating installation including smoke and smudge damage by vaporisation due to a defective heating installation.

11. Falling trees, lamp posts, electricity, flag and telephone poles or any part of them.

What is not covered (specific exclusions) - See also General Exclusions

The **Incident Excess** in respect of **Causes** 3, 5 and 6 and **Additional Benefits** 13 and 22 and in respect of loss or damage by lightning under **Cause** 1. See also exclusion 24 (b).

Loss or damage while the **Private Residence** is **Unoccupied** in respect of **Causes** 4, 5, 6, 7 and 10 and **Additional Benefits** 12, 16, 20 and 23.

1. Loss or damage caused by lightning not notified to **Us** within three working days from the date of discovery.

3. Loss or damage:

(a) to **Contents** in the open except as provided by **Additional Benefit 13 - Contents in the Open**;

(b) caused by rain unless the building containing the **Contents** is so damaged by storm or flood as to admit rainwater to the interior of the said building.

6. Loss or damage to the installation, washing machine, dishwasher or water bed including all other costs related to their repair or replacement if caused by normal wear and tear or defect in construction or installation.

7. Loss or damage:

(a) to **Contents** in the open except as provided by **Additional Benefit 13 - Contents in the Open**;

(b) unless theft is accompanied by forcible and violent entry into or exit from the **Private Residence**:
i) from parts of the **Private Residence** used for occupational purposes;
ii) while the **Private Residence** is lent, let or sublet in whole or in part.

8. Loss or damage caused by pets.

10. Loss or damage to the installation if caused by normal wear and tear or defect in construction or installation.

11. Costs of removal of the falling tree, post or pole.

ADDITIONAL BENEFITS

The following **Additional Benefits** are included in this section:

12. MIRRORS AND GLASS

Accidental breakage of:

- mirrors other than hand mirrors;
- fixed glass in and glass tops of furniture;
- fixed ceramic hobs and ceramic tops of cookers.

13. CONTENTS IN THE OPEN

Loss or damage covered by **Causes** 1-11 to **Contents** while in the open within the boundaries of the land belonging to the **Private Residence**. **We** will not pay more than €475 (Lm203.92) for any one claim after application of the **Incident Excess**.

13. Loss or damage:

- (a) to **Valuables, Money** or plants;
- (b) during removals.

14. TEMPORARY REMOVAL OR TRANSIT

Loss or damage covered by **Causes** 1-11 to **Contents** while temporarily removed away from the **Buildings** anywhere in **Malta** including while in transit but solely from the **Buildings**:

- for permanent removal to a new residence anywhere in **Malta**;
- for temporary removal to/from **Your** holiday residence or bank in **Malta**;
- for temporary removal to a relative's residence in **Malta** while **Your Private Residence** is unoccupied.

We will not pay more than 20% of the **Contents** sum insured in respect of any one claim relating to **Contents** temporarily removed but **We** will pay up to the **Contents** sum insured for **Contents** in transit as described above.

14. Loss or damage:

- (a) by storm or flood to property in the open;
- (b) to **Money**;
- (c) in a furniture store, sales room or exhibition hall;
- (d) by theft or attempted theft unless it involves:
 - i) theft from a bank safe deposit;
 - ii) forcible and violent entry to or exit (including hold up) from any other building;
 - iii) theft or attempted theft while in transit in **Your** custody or that of a professional remover. However theft of unattended **Valuables** while in transit is not covered.

15. RENT AND ALTERNATIVE ACCOMMODATION

While the **Private Residence** cannot be lived in because of loss or damage covered by this policy, **We** will pay for:

- rent payable for which **You** are legally responsible;
- the reasonable cost of alternative accommodation up to a maximum of 20% of the **Contents** sum insured for any one claim.

16. YOUR LIABILITY TO THE OWNER OF THE BUILDINGS (applicable if the **Buildings** are rented).

We will pay for the following loss or damage to the **Buildings** for which **You** are legally responsible as tenant:

- loss or damage covered by **Causes** 1-11;
- accidental damage to property described as underground pipes and cables under **Additional Benefit** 13 of **Section 1 – Buildings** of this policy;
- breakage of property described as glass and sanitaryware under **Additional Benefit** 14 of **Section 1 – Buildings** of this policy.

We will not pay more than 15% of the **Contents** sum insured for any one claim.

16. **Your** liability for:

- (a) the cost of maintenance and normal redecoration;
- (b) loss or damage to gates, hedges or fences.

17. PRESENTS AND GIFTS EXTENSION

We will automatically increase the sum insured for **Contents** – Item 1 and (if applicable) Item 2 by 15% - maximum overall increase €12,000 (Lm5,151.60) – for the duration of three weeks leading up to Christmas Day or **Your** wedding day and for three weeks directly following such date.

Limits in this section on Valuables, Jewellery and Money still apply

18. CREDIT CARDS

We will compensate you in respect of **Your** liability under the terms of any credit card or cash card (used solely for private purposes) as a direct result of its loss and subsequent unauthorised use in **Malta**. **We** will not pay more than €2,500 (Lm1,073.25) in any one period of insurance.

18. (a) Liability resulting from a lost card which **You** failed to report to the police and the issuing authority within 24 hours after discovery of the loss.
- (b) Any loss unless **You** have complied with the terms and conditions of the issuing authority.
- (c) Any loss following fraudulent use of the card by anyone related to or residing with the cardholder.
- (d) Any liability more specifically insured.

19. REPLACEMENT OF LOCKS

We will pay for the cost of replacing keys and locks to an external door of the **Private Residence** or any safe or intruder alarm in such residence following the loss of their keys.

We will not pay more than €600 (Lm257.58) for any one claim.

19. The cost of replacing keys and locks to a garage (which does not communicate with the rest of the **Private Residence**) or outbuilding.

20. LOSS OF METERED WATER AND OF OIL

We will pay for loss of domestic heating oil and metered water following accidental damage to the fixed water installation or fixed heating installation.

We will not pay more than €475 (Lm203.92) in any period of insurance.

21. DOCUMENTS

Loss or damage covered by **Causes** 1-11 to documents (other than **Money**) deposited for safe custody in any bank safe deposit or bank or lawyers' strongroom anywhere in **Malta**.

We will not pay more than €600 (Lm257.58) for any one claim.

22. AUDIO AND VIDEO EQUIPMENT

We will pay for accidental damage occurring in the **Private Residence** to:

- television sets;
- radios;
- record players / compact disc players and tape recorders;
- video and digital video disc recorders/players;
- satellite and cable decoders;
- home computers;
- fax machines.

which are owned by **You** or for which **You** are legally responsible and which are used primarily for private purposes (other than computers and fax machines).

We will not pay more than:

- €2,500 (Lm1,073.25) for claims on computer equipment in any one period of insurance, and;
- €1,250 (Lm536.63) for any one claim on any single article other than computer equipment.

22. Damage:

- (a) specifically excluded under this **Section 2 – Contents**;
- (b) arising while the **Buildings** are lent, let or sub-let in whole or in part;
- (c) to records, discs, cassettes, tapes, films, remote control transmitters and detached components;
- (d) to equipment designed to be portable while it is being transported, carried or moved;
- (e) by fluctuations in electricity unless caused by **Causes** 1-11 and only if notified to **Us** within three working days from the date of discovery;
- (f) more specifically covered elsewhere in this section or policy even if cover is not operative.

Your Schedule will show if this Additional Benefit has been chosen.

What is covered

23. **We** will pay for loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet caused by accidental rise or fall in temperature or contamination by refrigerant or refrigerant fumes. The refrigerator or deep freeze must be in the **Private Residence** and owned by **You** or **Your** responsibility but not held for business purposes. **We** will not pay more than €600 (Lm257.58) in any period of insurance.

What is not covered - See also General Exclusions

23. Loss or damage caused by deliberate restriction of electricity supply by the supplying authority or by such restriction caused by strike action.

Accidental Damage Extension

Your Schedule will show if this Additional Benefit has been chosen.

What is covered

24. Loss or damage to **Contents** while they are in the **Private Residence**.

What is not covered - See also General Exclusions

24. (a) Loss or damage:

- i) specifically excluded under this **Section 2 - Contents**;
- ii) by scratching and denting;
- iii) to food, drink, plants, trees and contact lenses;
- iv) to articles of porcelain, earthenware or stone (or other articles of a similarly brittle material) while being handled or actively used;
- v) by chewing, scratching, tearing or fouling by domestic animals;
- vi) by fluctuations in electricity unless caused directly by **Causes** 1-11 and reported to **Us** within three working days from the date of discovery;
- vii) specifically covered elsewhere in this section or policy even if cover is not operative;
- viii) arising from alteration, extension or weakening of support to the **Buildings** other than sudden and unforeseen collapse or threat of collapse if the **Buildings** are less than sixteen years old at the time of collapse or threat of collapse;
- ix) arising while the **Buildings** are lent, let or sub-let in whole or in part.

(b) The first €115 (Lm49.37) of each and every loss.

Section 3 – Personal Belongings

Your Schedule will show if this section has been chosen

and if so whether cover applies to **Malta** only or on a “worldwide” basis.

What is the most We will pay

We will not pay more in total for any one claim than the **Personal Belongings** sum insured on the **Schedule**.

The most We will pay for any specified item is however limited to the relevant sum insured shown on the **Schedule** and the most We will pay in respect of any one article of unspecified **Jewellery**, watches and cameras (if cover applies) is €350 (Lm150.26).

If the sums insured related to **Section 3 – Personal Belongings** combined with the **Contents** sum insured are less than the **Full Value**, the sum paid by **Us** in respect of any claim under this section will be limited in the same proportion as the above-mentioned sums insured bear to the **Full Value** of the property at the time of the incident leading to a claim.

What is covered

Accidental loss or damage to:

- **Valuables, Personal Effects** (including bicycles and sports equipment) and other items individually specified in the **Schedule** and;
- (if applicable as shown on the Schedule) unspecified **Jewellery**, watches and cameras; belonging to **You** while in **Malta** or (if “worldwide” cover has been selected in the **Schedule**) anywhere in the world.

What is not covered (specific exclusions)

- See also General Exclusions

1. Property used primarily for business purposes (other than cellular phones and computer equipment).
2. Balls, shuttles, rackets or racket strings, fishing lines, tyres or attachments lost or damaged while in use or bicycles while used for racing.
3. Films, tapes, records, cassettes, cartridges or discs.
4. Breakage of glass (other than lenses) or of articles of a brittle nature other than **Jewellery**.
5. Damage by fluctuations in electricity unless caused by **Causes 1-11** of **Section 2 – Contents** and then only if notified to **Us** within three working days from the date of discovery.
6. Theft:
 - (a) of **Valuables** from unattended motor vehicles;
 - (b) of bicycles if left both unlocked and unattended in the open or in an unlocked building;
 - (c) of other property while left unattended in a motor vehicle unless stolen from a securely locked boot;
7. Loss or damage in or from **Your Private Residence** while this is **Unoccupied**.
8. The first €35 (Lm15.03) of each and every loss of sports equipment and in respect of any unspecified **Jewellery**, watches and cameras (if cover applies).

We automatically include this section free of charge

but if **Section 2 – Contents** is not insured, **Subsection 4.1 – Liability to the Public** will cover **You** only as the owner of the **Buildings** (including their land) and **Subsection 4.2 – Liability to Domestic Employees** will not apply.

Subsection 4.1 – Liability to the Public

What is the most We will pay

We will not pay more than €600,000 (Lm257,580) for damages and claimants' legal costs and expenses payable for any claim or claims arising from one event. **We** will pay, in addition, other costs and expenses agreed by **Us** in writing.

What is covered

Amounts that **You** become legally liable to pay as damages for:

- bodily injury (including death or disease);
- loss or damage to property;

occurring anywhere in **Malta** during the period of insurance.

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by **Us** in writing.

If **You** die, **Your** legal personal representatives will have the benefit of this section for liability incurred by **You** for an event covered by this section.

What is not covered (specific exclusions)

- See also General Exclusions

1. Liability in respect of:
 - (a) i) bodily injury to **You**;
 - (a) ii) bodily injury sustained by any person under a contract of service or apprenticeship with **You** and arising out of and in the course of such person's employment by **You**;
 - (b) loss or damage to property belonging to **You** or in **Your** custody or control.
2. Liability arising from:
 - (a) any wilful or malicious act;
 - (b) the pursuit by **You** of any trade, business, profession or employment;
 - (c) the occupation of any land or building other than the **Private Residence** or any temporary residence.
3. Liability arising from:
 - (a) the ownership of any land or building but if **Section 1 – Buildings** is operative, **We** will cover liability arising from the **Buildings** referred to in **Section 1 – Buildings**;
 - (b) the ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft but **We** will cover liability arising from the ownership, possession or use of domestic gardening equipment, non-power driven water craft used on inland waterways and model aircraft or model watercraft.
4. Liability arising from the ownership, possession or use of:
 - (a) firearms;
 - (b) animals except domestic dogs and cats and horses used for private hacking.
5. Liability arising directly or indirectly from the transmission of any communicable disease by **You**.
6. Liability arising from any agreement or contract unless liability would have existed otherwise.

Subsection 4.2 – Liability to Domestic Employees

Applies only if **Section 2 – Contents** has been chosen.

What is the most We will pay

We will not pay more than €2,500,000 (Lm1,073,250) for damages and claimants' legal costs and expenses payable for any claim or claims arising from one event.

What is covered

Amounts that **You** become legally liable to pay as damages for bodily injury (including death or disease) to any person under a contract of service with **You** solely for private domestic duties arising out of and in the course of such person's employment by **You** and happening anywhere in **Malta**.

We will also pay legal costs and expenses recoverable by any claimant and other costs and expenses agreed with **Us** in writing. If **You** die **Your** legal personal representatives will have the benefit of this section for liability incurred by **You** for an event covered by this section.

Section 5 – Personal Accident

Subsection 5.1 – Automatic Death Benefit

We automatically include this subsection free of charge when **Section 2 – Contents** is chosen.

What is the most **We** will pay

We will not pay more in total than €7,000 (Lm3,005.10) in respect of any one occurrence leading to a claim under this subsection regardless of the number of persons claiming.

What is covered

We will pay €7,000 (Lm3,005.10) if **You** suffer death as a direct result within 90 days of:

- any accident, assault or fire in the **Buildings**;
- any assault anywhere in **Malta**;
- any accident while travelling as a fare paying passenger in **Malta** in a mechanically propelled road vehicle.

What is not covered (specific exclusions) - See also General Exclusions

- (a) **Your** death if **You** are older than 70 years at the time of the occurrence.
- (b) The payment of more than one benefit under this subsection irrespective of the number of Homepak policies held by **You**.

Subsection 5.2 – Optional Wider Cover

Your Schedule will show whether this subsection has been chosen and if applicable **You** shall be provided with the relevant supplement.

Section 6 – Annual Travel

Your Schedule will show if this section has been chosen and if so **You** will also be provided with the relevant supplement.

How We settle claims

We will, at **Our** option, pay in cash the amount of the loss or damage or may repair, reinstate or replace the lost or damaged property.

Sums insured or other limits will not be reduced by any claim except in the case of **Section 3 – Personal Belongings** and wherever limits are referred to as applicable in the period of insurance or in any one **Journey**.

1. Matching sets and suites

An individual item of a matching set or suite of furniture, sanitaryware, bathroom fittings or other articles (including **Valuables**) is regarded as a single item.

We will pay for individual lost or damaged items and for clearly definable areas of damage in sets or suites but **We** will not pay for unaffected companion pieces or undamaged parts of sets or suites even if matching replacements cannot be obtained.

2. Will a deduction be made for wear and tear?

Provided that:

1. the sum insured represents the **Full Value** of the property; and
2. the property has been maintained in good repair then:

(a) for the **Buildings**: there will be no deduction if repair or reinstatement is actually carried out,

(b) for the **Contents** and property insured under **Section 3 – Personal Belongings** (other than for clothes and household linen): there will be no deduction provided repair, reinstatement or replacement is actually carried out,

(c) for **Baggage** and clothes and household linen: there will be a deduction to reflect wear and tear

If 1. and 2. are not complied with there will be a deduction for wear and tear

3. Other insurance policies

If any injury, loss or damage is covered by any other insurance, **We** will not pay more than **Our** rateable proportion (not applicable to **Section 5 – Personal Accident** and **Subsection 6.5 – Annual Travel (Personal Accident)**).

4. Our rights

We are entitled to:

- (a) take over and conduct in **Your** name, or in the name of any other person insured by this policy, the defence or settlement of any legal action;
- (b) take proceedings at **Our** own expense and for **Our** own benefit, but in **Your** name, or in the name of any other person insured by this policy, to recover any amount **We** have paid or may pay under the policy to anyone;
- (c) receive all necessary information and assistance from **You** and any other person insured by this policy;
- (d) enter any building where loss or damage has occurred and deal with any salvage in a reasonable manner;
- (e) pay all amounts under this policy to the **Policyholder** named in the **Schedule**:
 - for his/her own benefit or;
 - as an agent for any other **Insured** or any other **Insured Person** under **Section 5 – Personal Accident** and **Section 6 – Annual Travel** and his/her receipt shall discharge **Us**;
- (f) have post-mortem examinations carried out in the event of claims relating to death.

These conditions apply throughout Your policy

You (including here any **Insured Person** under **Section 5 – Personal Accident** and **Section 6 – Annual Travel**) must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may, at **Our** option, cancel the policy or refuse to deal with **Your** claim.

1. Keeping your sums insured at the correct level

You must at all times keep the sums insured at a level which represent the **Full Value** of the property insured.

Full Value means:

- | | |
|---|--|
| (a) for the Buildings : | the estimated cost of rebuilding if the Buildings were completely destroyed,
this is not necessarily the market value |
| (b) for Contents and property insured under Section 3 - Personal Belongings : | the current cost as new (other than clothes and household linen), |
| (c) for clothes and household linen and for Baggage : | the current cost as new less an appropriate allowance for wear and tear. |

2. Changes in Your circumstances

You must notify **Us** as soon as possible in writing of any change which may affect this insurance and in particular any change of address or the occurrence of any building works or internal alterations.

You must also notify **Us** at renewal of the policy 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.

3. If any injury loss or damage happens

(a) **You** must within 24 hours of discovery inform the police if property is lost or if theft or malicious damage is suspected.

(b) **You** must as soon as **You** reasonably can:

- tell **Us**;
- take all reasonable steps to recover missing property and to prevent further loss, damage or injury (including immediate notification to any firm issuing credit cards, cheques, travellers' cheques and the like);
- give written notice of damaged or lost **Baggage** or **Money** (as understood in respect of **Section 6 – Annual Travel**) to any person, firm or authority (including hotels) that may be responsible (see below for airlines);

(c) **You** must, within the time limits contained in airline conditions of carriage, obtain an airline Property Irregularity Report and give written notice of damaged or lost Baggage or Money to the airline that may be responsible.

(d) **You** must also:

- send to **Us** immediately any writ or summons and, as soon as possible, any letter, claim or other document without acknowledgement;
- send written details of **Your** claim to **Us** as soon as possible but not later than 60 days;
- supply at **Your** own expense all reports, certificates, plans, specifications, evidence (including receipts), information and assistance that **We** may require and;
- allow **Our** appointed medical adviser to carry out any medical examination of any **Insured Person** under **Section 5 – Personal Accident and Section 6 – Annual Travel**.

(e) **You** must not admit or deny any claim made by someone else against **You** or make any agreement with them.

(f) **You** may not abandon any property to **Us**.

Copies of written claims to third parties must be retained

4. Contract clause

This contract of insurance shall, for all effects and purposes, be deemed to be a **Maltese** contract and shall be governed by and according to **Maltese** law and subject to the exclusive jurisdiction of the **Maltese** courts.

5. Maltese jurisdiction clause

The indemnity provided shall apply only to judgments, orders or awards that are delivered by or obtained from a court or in arbitration in **Malta** or, solely in the case of **Section 6 – Annual Travel**, in any country within the **Geographical Limits** (defined in the **Schedule**) in which the incident or event giving rise to the loss or liability occurred. Furthermore the indemnity shall not apply to a judgment, order or award obtained in **Malta** for the enforcement of a judgement obtained elsewhere except, solely in the case of **Section 6 - Annual Travel**, in any country within the **Geographical Limits** in which the incident or event giving rise to the loss or liability occurred. The indemnity shall not apply to costs and expenses of litigation recovered by any claimant from **You** or any **Insured Person** which costs and expenses of litigation are not incurred in **Malta** or, solely in the case of **Section 6 – Annual Travel**, in any country within the **Geographical Limits** in which the incident or event giving rise to the loss or liability occurred.

6. Change of interest

We shall not be bound by any passing of the interest of the **Insured** other than by death or operation of the law.

7. Taking care of Your property

You must take all reasonable steps to prevent any injury, loss or damage. **You** must maintain all the property in good repair. If **You** discover any defect in any property insured, **You** must remedy such defect as soon as possible.

8. Cancellation

The **Policyholder** defined in the **Schedule** may cancel the policy by giving **Us** written notification in which case he/she may be entitled to a refund of premium provided that:

- no claim has been made during the current period of insurance; and
- a minimum premium of 50% of the annual premium payable is retained by the **Company**.

We may cancel the policy by giving 7 days notice by registered mail to the address shown on the **Schedule** in which case the **Policyholder** may be entitled to receive a refund of premium for any unexpired period of insurance. No return premium will be due in respect of **Section 6 – Annual Travel**.

9. Arbitration

Where a claim has been accepted but there is disagreement over the amount to be paid, the matter will be referred to an arbitrator appointed in accordance with current statutory provisions. When this happens, an award must be made before proceedings are started against **Us**.

10. Fraud

You must not act in a fraudulent manner. If **You** or anyone acting on **Your** behalf makes a claim under this policy knowing the claim to be false or fraudulently inflated in any respect or if any loss or damage is caused by **Your** wilful act or with **Your** connivance, **We** will not pay the claim and all cover under the policy is forfeited.

These Exclusions show what is not covered under any section of Your policy

1. Riot and civil commotion outside Malta

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

2. Confiscation by customs officials

We will not pay for any loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

3. 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.

4. Nuclear risks

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:

- i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

5. War risks

We will not pay for any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

6. Property lost through deception or fraud

We will not pay for losses where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable, or irredeemable for any reason or for losses where **Money** is lost by deception.

7. Subsidence and the like

We will not pay for loss or damage caused by subsidence, ground heave, settlement, shrinkage or landslide even if resulting from any **Cause** under **Section 1 – Buildings** or **Section 2 – Contents**.

8. Other

We will not pay for:

- consequential loss (including reduced value after items have been repaired or replaced);
- loss or damage caused by or consisting of faulty design/materials/workmanship or mechanical and electrical breakdown or derangement;
- loss or damage caused by or in the process of dyeing, cleaning, maintaining, repairing, restoring, altering, setting up or dismantling;
- the cost of routine maintenance and decoration;
- loss or damage caused by or consisting of depreciation, deterioration, wear and tear, vermin, insects, fungus, rot, climatic or atmospheric conditions, the action of light or any gradually operating cause.

9. Date Change Exclusion

We will not pay for death or disablement, loss or destruction of or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by, contributed to by, consisting of or arising from the failure or inability of any:

- (a) computer or auxiliary equipment;
- (b) computer system, software program or spreadsheet;
- (c) data processing equipment, media or auxiliary equipment;
- (d) microchip integrated circuit of similar device;
- (e) telecommunications equipment or systems;
- (f) any other system for processing, storing, transmitting, retaining or returning data;

whether the property of the **Insured** or not and occurring before, during or after the year 2000 to:

- i) correctly recognise any date as its true calendar date or its true value;
- ii) capture, save or retain and/or correctly manipulate, interpret, transmit, return or process any data or information or command or instruction as a result of treating any data otherwise than its true calendar date or its true value;
- iii) capture, save, retain or correctly process any data as a result of the operation of any command or logic which has been programmed or incorporated into anything stated in (a) to (f) above being a command or logic which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date;

but this General Exclusion shall not exclude subsequent loss or destruction of or damage to property insured not otherwise excluded which itself results from **Causes 1-11** under **Section 1 - Buildings** or **Section 2 - Contents** arising under the following Sections if provided by this policy:

- **Section 1 - Buildings;**
- **Section 2 - Contents;**
- **Section 3 - Personal Belongings.**

10. Terrorism Exclusion

We will not pay for any loss or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating to any act of terrorism.

For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(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. However losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded under this exclusion.

Only operative if indicated as Endorsement in the Schedule and not subsequently deleted
 Except to the extent that terms are altered by the following Endorsements cover is still subject to the rest of the terms of this policy.

Other **Endorsements** may also apply.

HM2a - Lien Clause

The interest of the financial institution/corporate body listed in the **Schedule** is noted in **Section 1 - Buildings** of **Your** policy. Any loss under this section of the policy is payable to the financial institution/corporate body listed in the **Schedule** as their interest may appear and their receipt for any money paid in this way will discharge Us from any further obligations in respect of such loss.

HM3 - Alarm Clause

We shall not pay any claim under **Section 2 - Contents** and **Section 3 - Personal Belongings** of this policy related to theft from the **Private Residence** if the burglar alarm installed at the **Private Residence** is not properly set and functioning every time the said **Private Residence** is not occupied.

You are bound to check the proper working of the said alarm every month and to have the alarm serviced by the supplier or a competent electrical engineer at least once a year having a report made of any fault which should be repaired straight away.

This clause shall not apply if the alarm is not functioning due to a defect which has been notified to the installer in writing immediately on its occurrence but cover for theft will be interrupted after fourteen days from the date of such express notification to the installer if the alarm is still unrepaired.

HM4a - Safe Clause

You are obliged to keep any item of **Jewellery** insured under **Section 2 - Contents** and **Section 3 - Personal Belongings** in a securely locked safe approved by **Us** and situated in the **Private Residence** whenever such item is not in use. If the said safe is operated by a key lock, the keys to the safe must be removed from the room where the safe is kept unless **You** are in the room and must be removed from the **Private Residence** if **You** are not in the **Private Residence**. If **You** do not comply with this clause, **We** shall have the right to refuse any claim in respect of theft of the said **Jewellery** from the **Private Residence**.

This clause only applies to items with a sum insured over the amount indicated in the **Schedule** under "**Endorsements Applicable**".

HM5 - Restricted theft cover

Cause 7 to **Section 2 - Contents** - is restated as follows:

What is covered	What is not covered (specific exclusions)
<p>7. Theft or attempted theft</p>	<p>7. Loss or damage:</p> <ul style="list-style-type: none"> (a) to Contents in the open except as provided by Additional Benefit 13 - Contents in the open; (b) if not accompanied by forcible and violent entry to or exit from the Private Residence.

HM6a - Extension of unoccupancy periods

All reference to periods when the **Private Residence** is **Unoccupied** under **Section 1 - Buildings**, **Section 2 - Contents** and **Section 3 - Personal Belongings** refer to the number of days noted in the **Schedule** under "**Endorsements Applicable**" and not as referred to in the printed policy.

(see proviso below regarding Valuables insured under Section 2 - Contents and Section 3 - Personal Belongings)

Provided that during such time as the **Private Residence** is not being normally lived in by anyone with **Your** permission for a period of over 30 consecutive days:

- such **Private Residence** must be visited and inspected internally at least once every 2 weeks by **You** or **Your** representative; and
- the water supply at the **Private Residence** must be turned off at the main stop cock; and
- the **Incident Excess** is deemed to be €115 (Lm49.37) unless it has already been increased by prior **Endorsement**;
- all **Valuables** insured under **Section 2 - Contents** or **Section 3 - Personal Belongings** of this policy be removed to a bank safe deposit or to an occupied private dwelling.

While such **Valuables** are removed to an occupied private dwelling or bank safe deposit:

- any cover provided under **Additional Benefit 24 - Accidental Damage Extension to Section 2 - Contents** is not applicable;
- cover for theft or attempted theft must be accompanied by forcible or violent means used to gain entry or exit. When **Valuables** are removed for the purpose of this clause, the limit stated in **Additional Benefit 14 - Temporary Removal or Transit** in respect of **Contents** temporarily removed is deleted and the limit shall be the relevant sum insured.

HM7 - Buildings Under Construction

It is agreed that the **Buildings** are still in the course of construction.

In consequence of the above:

- all losses under **Section 1 - Buildings** of this policy are subject to an **Incident Excess** of €115 (Lm49.37);
- **Causes 3 and 7** under **Section 1 - Buildings** are deleted;
- **Additional Benefits 13, 14, 15, 16** and (if applicable) **17** are deleted;
- cover under **Section 4 - Personal Liability** is totally excluded.

HM8 - Jewellery Overhaul Clause - Section 3 Personal Belongings

It is warranted that the settings and/or clasps of **Jewellery** insured under **Section 3 - Personal Belongings** and exceeding €7,000 (Lm3,005.10) in value be checked by a competent jeweller every three years and any defects immediately remedied and written evidence of such examination must be produced at the time of any claim on such item/s.

If you are not satisfied with Atlas Insurance

It is important that you follow this process, step by step, to ensure that your concerns are dealt with as swiftly as possible.

With the best will in the world, concerns about some aspects of our service can occasionally arise. In such circumstances our staff have wide authority to settle problems and will do everything they can to help. This should be your first point of contact. In the unlikely event that your complaint is unresolved, please write to:

The Claims Manager or The Sales Manager (whichever applicable)

Atlas Insurance PCC Limited
47-50 Ta' Xbiex Seafront
Ta' Xbiex XBX 1021

who will investigate the matter independently. The Sales/Claims Manager will:

- acknowledge your letter within 10 working days,
- explain how Atlas will handle your complaint,
- explain what, if anything, you need to do, and
- send you a copy of the Atlas Complaints Procedure if you do not already have a copy of it.

You can rest assured that Atlas will handle your complaint fairly and promptly. A final response will be given to your written complaints within 40 working days from the date of receipt of your letter.

Having received a reply from the above manager, if you are still not happy with the way in which a complaint has been handled, you may then write to:

The Customer Care Manager

Atlas Insurance PCC Limited
47-50 Ta' Xbiex Seafront
Ta' Xbiex XBX 1021

If you find the outcome of his investigations unacceptable, you may write to:

The Managing Director

Atlas Insurance PCC Limited
47-50 Ta' Xbiex Sea Front
Ta' Xbiex, XBX 1021

The same time standards as outlined above will apply if you write to the Customer Care Director and the Managing Director i.e. you will receive an acknowledgement in 10 working days and a final response within 40 working days.

If your complaint arises over a **claims issue**, we may elect to refer your complaint to an **independent arbitrator** (such as The Malta Arbitration Centre) or to an arbitrator upon whom we jointly agree (but who will not be a member of Atlas Insurance or its associated companies) and whose decision will be binding on both parties. Arbitration will take place in Malta.

You may also refer your complaint to The Consumer Complaints Manager, Malta Financial Services Authority, Notabile Road, Attard BKR 3000, freephone: 8007 4924, tel: 2144 1155, email: consumerinfo@mfsa.com.mt. You can download a complaint form (available in Maltese and English) from www.mfsa.com.mt/consumer.

Please remember to quote your policy and/or claim number on all correspondence.



Our Offices

Head Office

48-50 Ta' Xbiex Seafront
2343 5363 | insure@atlas.com.mt

Paola

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Birkirkara

1 Mannarino Street
2343 5804 | bkara@atlas.com.mt

Bormla

55 Gavino Gulia Square
2343 5807 | bormla@atlas.com.mt

Luqa

Skyparks Business Centre MIA
2343 5808 | skyparks@atlas.com.mt

Mosta

Constitution Street
2343 5802 | mosta@atlas.com.mt

Naxxar

13 St George's Street
2343 5800 | naxxar@atlas.com.mt

Rabat

267 Vjal il-Haddiem
2343 5806 | rabat@atlas.com.mt

San Ġwann

Naxxar Road c/w Bernardette Street
2343 5803 | sangwann@atlas.com.mt

St Paul's Bay

2 Toni Bajada Street
2343 5801 | stpaulsbay@atlas.com.mt

Żebbuġ

148 Vjal il-Helsien
2343 5805 | zebbug@atlas.com.mt

Atlas HomeHelp (Emergency 24/7 Assistance): 2122 2333

Atlas Insurance PCC Limited is a cell company authorised under the Insurance Business Act 1998 to carry on general insurance business and is regulated by the Malta Financial Services Authority. The non-cellular assets of the company may be used to meet losses incurred by the cell in excess of their assets.

Intermediary