

# Motor Insurance (Motoring Policy)

## Insurance Product Information Document



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

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.

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 our website <https://www.atlas.com.mt/help/downloads/> and your policy documentation.

### What is this type of insurance?

Our motor insurance policy pays for loss or damage caused by your motor vehicle as well as accidental damage, fire and theft depending on the type of cover that is chosen. There are three levels of cover - Comprehensive, Third Party Fire & Theft and Third Party Only. Third Party Liability insurance is compulsory in Malta for all motor vehicles.

**Applicable to new and renewed policies issued on or after the 01.04.2024**



### What is insured?

Motor Insurance covers the third party liability required by law 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.

Motor vehicles may also be insured for accidental damage and/or fire & theft. Motor vehicles are to be insured on the policyholder's estimate of value, however, this should not exceed the market value at the time of purchasing or renewing cover. The market value is established on the cost of replacing the motor vehicle with another of the same make, model, age and condition including accessories any sign writing or vehicle wrapping. Should repairs be very high compared to the market value, the vehicle may not be viable to repair and a settlement amount is agreed with you.

Additional free cover for all private cars:

- ✓ Legal Assistance for uninsured losses up to €1,000;
- ✓ No policy excess is payable for third party claims (applicable to drivers over 25).

Additional free cover for private comprehensive and third party fire & theft policies:

- ✓ Free Gap cover for brand new vehicles for the first 12 months up to 110% of the value;
- ✓ Free Courtesy Car up to €250 if the vehicle is written off due to fire or theft;
- ✓ Free 30 day cover on own damage fire and theft while driving in EEA countries, the UK, Switzerland, Andorra and San Marino;
- ✓ Loss of Keys up to €750;
- ✓ Child Seat cover up to €125;
- ✓ Recover following an accident, fire or attempt theft:
  - private cars
    - in Malta up to €150 plus €50 for transportation;
    - outside Malta up to €2,000 plus €250 for transportation and €250 for additional accommodation.
  - other motor vehicles - up to €350
- ✓ Electric Cars - full policy cover applies together with:
  - damage to the car following a short circuit up to €20,000;
  - scrapping of the drive battery and decontamination costs up to €1,000.

Additional free cover for private comprehensive policies:

- ✓ Free roadside assistance;
- ✓ Accidental damage to windscreens and windows up to €1,000;
- ✓ Personal Effects up to €250;
- ✓ Personal Accident and medical expenses to passengers;
- ✓ Free €100 courtesy car expenses following an accident when there is maximum No Claim Discount applicable;
- ✓ Flood and convulsion of nature damage (also applicable to commercial comprehensive cover);
- ✓ Compensation for the unexpired licence fee following the car being written off which is covered by the policy;
- ✓ Refunded excess and no effect on no claim discount if the third party is uninsured and you are not at fault.

Optional benefits at an additional charge - private comprehensive policies

- ✓ Higher Courtesy Car Limits of €250, €350 and €475 (also available for Commercial Vehicles);
- ✓ Gap Cover for vehicles up to 5 years old (limits of €5,000 and 7,500 available);
- ✓ Protection of No Claim Discount (available on the 4th & 5th year of your No Claim Discount);
- ✓ Removal of standard €50 own damage excess for drivers over 25;



### What is not insured?

- ✗ The policy excess (where applicable);
- ✗ Any claim if the driver
  - is not an authorised driver shown in the certificate of insurance;
  - has been disqualified from driving whether temporarily or permanently;
  - has an expired driving licence (extended to 30 days only from the expiry date until the licence is renewed);
  - does not provide a medical certificate to Transport Malta when required;
  - has had any insurance cancelled, declined or special terms imposed;
  - has had any previous criminal convictions (other than those declared and accepted by us);
  - has been banned from driving in any country;
  - suffers from a medical condition or disability that affects his/her driving (unless declared and accepted by us)
  - was driving under the influence of alcohol or drugs or has failed to undergo testing when required;
- ✗ Claims related to motor vehicles
  - that are not registered in Malta (unless the process has commenced);
  - normally kept outside Malta (unless accepted by us);
  - that have been modified other than modifications made by the manufacturer at the time of registration;
  - being used for racing, motor sport, off-roading, trials and similar events and use for the motor trade;
  - that are not being used as defined in the policy limitations as to use referred to in the certificate of insurance;
  - used within the perimeter of the restricted area of an airport;
  - carrying hazardous goods;
  - used as a tool of trade;
  - carrying more passengers than the allowed seating capacity;
  - due to wear and tear;
  - due to mechanical, electric, electronic and computer failure;
  - following theft or attempted theft if the motor vehicle is not properly locked;
  - for loss of value following repairs;
  - that are private motor cycles when sustaining loss or damage due to flood or convulsion of nature;
- ✗ Claims related to
  - non-disclosure of material facts;
  - any contractual liability which is not agreed by us;
  - deliberate or intentional acts including the use of the Motor Vehicle as a weapon;
  - war, terrorism and nuclear risks;
  - confiscation by any government, public or local authority;
  - pollution unless this is caused by a sudden event covered by the policy;
  - fraud or deception;
  - communicable diseases (applicable to self-drive vehicles, leased vehicles, private minibuses and vehicles used as garage hire).



## What is insured? Continued...

- ✓ Own damage policy excess may be increased for a reduction in premium (also available for Commercial Vehicles);
- ✓ European Roadside Assistance for RoadAssist members.

### Other optional benefits

- ✓ Roadside Assistance for policies other than comprehensive private cars as well as European Roadside Assistance.

There will be no effect on your No Claim Discount (NCD):

- ✓ if the accident is not your fault and expenses incurred are recoverable (all motor policies);
- ✓ if you have an accident for which you are at fault in a 2 year period - applicable with full NCD on Private Comprehensive and Third party fire & theft policies;
- ✓ following claims made for windscreen/window damage and personal accident - applicable to Private Comprehensive policies;
- ✓ following claims made for loss of keys, child seats, emergency expenses and legal assistance - applicable to Private Comprehensive and Third party fire & theft policies.

Your No Claim Discount will be totally forfeited at renewal if your insurance cover is:

- third party only (private cars & commercial vehicles), or
- third party fire & theft (commercial vehicles), or
- comprehensive cover (motorcycles),

and you have had one or more claims which were your fault during the period of cover.



## Are there any restrictions on cover?

- ! The maximum we will pay for own damage, fire or theft is the insured's estimate value shown on the schedule or the market value (whichever is the lower) at the time of loss;
- ! New car concession of an increased payment of 110% of the purchase price only applies in the first year and if the repairs exceed 60% of the purchase price;
- ! Cover for child seat only applies if you are also claiming for loss or damage to your car;
- ! Entitlement to a free courtesy car only applies to private car comprehensive policies with a maximum No Claim Discount.
- ! Recovery of uninsured losses – only applies if it is likely you will be successful in your claim against the person responsible.

### Optional Cover – restrictions

- ! Protection of No Claim Discount will protect the percentage of No Claim Discount, not necessarily the total net renewal premium;
- ! RoadAssist must be extended to apply outside Malta.



## Where am I covered?

- ✓ You are automatically covered for third party liability while driving the insured vehicle in all countries forming part of the EEA, the UK, Switzerland, Andorra and San Marino;
- ✓ Fire, Theft and Own Damage cover must be purchased for this to be operative outside Malta – we offer annual free 30 day cover for private cars;
- ✓ A green card is required to drive in countries outside the EU. Cover is usually not available for countries outside Europe as well as certain countries in Europe.



## What are my obligations?

- You must be careful when answering any questions we ask you and/or when completing any forms including on-line data at any stage of your policy;
- You must immediately notify us of any changes that might affect your insurance including any of the declared facts, changes in your criminal record, change in drivers and other material facts. If not, your claim may be refused;
- You must comply with the terms and conditions of the policy and be aware of the policy exclusions;
- You must notify us as soon as reasonably possible of any claim or any incident that might lead to a claim and provide us with the required completed claim forms, reports and quantification of claims.



## When and how do I pay?

- Payment is made before cover commences on a new policy or renewal of cover is made;
- Renewal premiums are paid annually;
- We accept payment in cash, by cheque, by credit card or debit card. In the event of any dishonoured cheques, we have the right to cancel cover;
- If you are insured through an Intermediary of ours, payment is usually made to them;
- If you are insured through an insurance broker, payment must be made to them.



## 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.



## How do I cancel the contract?

- You may cancel your policy by giving 7 days' notice of cancellation to us and if your motor vehicle:
  - o is insured elsewhere, proof of the new insurance policy needs to be provided. A refund of premium will be allowed using our short-period rates;
  - o is sold, proof of transfer of vehicle must be provided and a pro-rata refund of premium is allowed until expiry;
  - o is garaged, scrapped or exported, proof of such must be provided and a pro-rata refund of premium is allowed until expiry.
- We may also cancel the contract (cover) by giving you 7 days' notice of cancellation and a pro-rata refund of premium will be given.
- The original certificate of insurance for the last period of cover must always be returned to us.
- No refund of premium will be given if there have been any claims or accidents during the last period of cover.