



Head Office, Msida Road, Gzira GZR1405, Malta

MOTOR INSURANCE POLICY

Self-Drive Low Powered Vehicles

This policy is a legal contract and it is important that you examine it carefully to make sure that it meets your requirements. If it does not, or your insurance requirements change, please let us know right away. You are reminded on the need to tell us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate the policy or may result in the policy not operating fully.

Definitions

Wherever the following words or phrases appear, they will have the meaning described below:

Authorised Drivers/Permitted Drivers

This term, in relation to your vehicle, shall have one of the following meanings as corresponds to the number indicated on the policy schedule:

7. Named drivers

Provided that any other number that appears on the policy schedule shall have the meaning ascribed to it either on your policy schedule or by endorsement provided also that the driver holds the appropriate category driving licence to drive the insured vehicle, where this is required by Maltese law.

Business

The business of the Insured as stated in the schedule

Certificate of Motor Insurance

The document that you must have as proof that you have the motor insurance necessary to comply with the law.

The certificate does not, however, indicate the full policy cover and for this you need to refer to the policy document. Wherever the expression certificate of motor insurance is used in this contract, it means the certificate which from time to time, is that in force and not one which we have withdrawn, or which has ceased to be valid.

Claim

A claim against the policyholder or against any person entitled to indemnity under the policy for damages that are required to be covered by legislation, the Protection and Compensation Fund Regulations (including any agreement between insurers drawn up as a result of these regulations) or any other law in force in Malta, notwithstanding that the policyholder or such other person has failed to give notice of such event to the insurer.

Each and every loss shall be considered as a separate claim under the policy.

Designated State

Any designated state as defined by legislation and Switzerland, Andorra, San Marino and Vatican City

Designated states include all member states of the European Union and members of the European Economic Area (EEA).

Endorsement

Changes in the terms of your policy. Endorsements are subject otherwise to all existing policy exceptions and conditions (applicable endorsements are shown in your policy schedule).

Excess

The amount you will have to pay towards each and every loss for which there is a claim. The excesses are shown in this policy, on your policy schedule or by endorsement. The highest excess will apply.

Hirer

The person who has entered into an agreement with you to hire the vehicle to use it in accordance with the "Limitations as to Use".

Legislation

The Motor Vehicles (Third Party Risks) Ordinance, Chapter 104 of the Laws of Malta.
Protection and Compensation Fund Regulations Chapter 403.13 of the Laws of Malta.

Limitations as to Use

Where your vehicle is described under the 'Limitation as to Use' section of your policy schedule as:

"Self-Drive/Leasing"

This shall mean use as a hire motor vehicle, hirer driving, namely use for social, domestic and pleasure purposes and use in connection with your business, or that of the hirer's business or occupation. The policy does not cover use for hire or reward and/or while drawing a trailer.

Malta

The Republic of Malta including any recognised sea passage within the Republic.

Period of Insurance

The period of time covered by insurance under this policy as shown in the policy schedule.

Policy Schedule

The document(s) containing details of you, the vehicle and the insurance protection provided to you. The policy schedule shows who can drive your vehicle, what purposes it can be used for as well as any applicable endorsements.

The Insured/ You/ Your/ Policyholder

The person or persons described as the Insured in the policy schedule.

The Insurer/We/Us/Our/TheCompany/GasanMamo Insurance

GasanMamo Insurance Limited

Third country

A state other than Malta and which is not a designated state.

Your Motor Vehicle

The electric kick scooter described in the policy schedule belonging to you.

The Contract of Insurance

This policy is a contract of indemnity between you, the policyholder, and us, GasanMamo Insurance Ltd.

In return for payment of the premium by you, we will provide insurance in accordance with the policy cover shown in the respective policy schedule(s) for any liability from the use of the vehicle arising in Malta during the period of insurance.

This policy, the proposal form you signed and the policy schedule pertaining to low powered vehicles insured under this policy should be read together and form the contract of insurance.

Law applicable to contract

The law of Malta will apply to this contract unless you and us agree otherwise.

Jurisdiction

In respect of the cover provided under Section 1 – Your liability to others, shall apply only to judgements, decisions or orders that are delivered by or obtained from a Court in Malta or a designated state. It shall not apply to judgements, decisions or orders, whatever the judgement, decision or order may be called, obtained from a court or other tribunal in a third country.

Furthermore, the indemnity shall not apply in respect of any judgement, order or award obtained in Malta or in a designated state for the enforcement of a judgement, decision or order obtained in a third country or to costs and expenses of litigation recovered by any claimant from you or any other person entitled to indemnity under this policy, which costs and expenses of litigation are not incurred in Malta or in a designated state.

Section 1

Your liability to others

We will insure you in respect of all sums which you may be held legally liable to pay for;

- death or bodily injury to other persons up to a limit of €6,070,000 or any higher limit imposed by legislation for any one claim or series of claims arising out of any one event as a result of any accident involving your vehicle and;
- damage to third party property up to a limit of €1,220,000 or any higher limit imposed by legislation for any one claim or series of claims arising out of any one event as a result of any accident involving your vehicle.

We will also pay any expenses for which you have our written authority to claim.

We will have the option to give up the conduct of your defence, settlement or proceedings, in the event of a claim where payment of the €6,070,000 or any higher limit imposed by legislation is made in respect of death or bodily injury to other persons and €1,220,000 or any higher limit imposed by legislation in respect of damage to other persons' property.

We shall not be responsible for the consequences of any alleged act or omission on our part in connection with such defense settlement or proceedings. We shall also not be liable to pay for any costs or expenses which you or any other person claiming under this policy will incur after we have given up such conduct.

Liability of other persons driving or using your vehicle

We will also insure under this section in respect of all sums which they may be required to pay by law arising from death or injury to third parties or damage to their property as a result of an accident any person you give permission to drive your vehicle provided that your certificate of motor insurance and/or policy schedule allows that person to drive.

Indemnity to legal personal representatives

In the event of the death of anyone who is insured under this section, we will protect his/her legal personal representatives against any liability of the deceased person if that liability is insured under this section.

Legal Costs

We may at our option:

- Arrange for representation at any inquest or fatal accident inquiry in respect of any death which might involve a claim under this policy.

- Pay for legal services to defend anyone we insure, if criminal proceedings are taken in any court of law in respect of any incident which might involve a claim under this policy.

We will only pay these legal fees if they arise from an accident that is covered under this policy.

Excess

For each claim under this section, you will be responsible to pay the first part of the cost indicated as follows:

Age of Driver	Applicable Excess
aged 24 years or under	€100
aged 25 years or over	€50

These excesses apply in addition to any compulsory excesses that may apply.

Application of Limits of Indemnity

In the event of any accident involving payments to more than one person insured under this section, any limitation by the term so this policy or any endorsement on it relating to the maximum amount payable shall apply to the aggregate amount of payments to such persons and your liability shall be settled in priority.

Section 2

Emergency treatment

We will reimburse any person as required by legislation for emergency treatment resulting from an accident involving your vehicle.

No excess applies under this section.

EXCEPTIONS

Your policy does not cover the following:

1. *Any liability for any accident, injury, loss or damage while any vehicle insured under this policy is being:*
 - *used otherwise than for the purposes described under the 'Limitations as to Use' section of your certificate of motor insurance and/or policy schedule; or*
 - *driven by any person other than as described under the section of your certificate of motor insurance and/or policy schedule headed 'authorised drivers'; or*
 - *driven by any person including you unless the driver holds or has held a licence to drive the vehicle insured and is not disqualified from holding or obtaining such a licence or is not complying with the terms and conditions on their licence; or*
 - *driven by you or any person who at the time of driving the driver:*
 - *is found to be over the limit prescribed by law for alcohol; or*
 - *is driving whilst unfit through drink or drugs, except for drugs taken under medical supervision and not for the treatment of drug addiction; or*
 - *fails to provide a sample of breath, blood or urine when required to do so without lawful reason.*
2. *Any liability you have accepted solely by virtue of an agreement, but which would not attach if that agreement did not exist.*
3. *Any amounts payable under this policy which are unrecoverable from any third party solely due to an agreement or contract.*
4. *Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever of any consequential loss resulting in any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:*
 - a. *Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.*
 - b. *The radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.*

5. *Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection or military or usurped power, detention, seizure, confiscation or any attempt threat except so far as is necessary to meet the requirements of legislation.*
6. *Any liability, accident, injury, loss or damage which is caused by or is a result of strike, riot or civil commotion.*
7. *Death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss, 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 or any action taken in controlling, preventing, suppressing or in any way relating to terrorism.*
For the purpose of this policy an act of terrorism means:
 - a. *the use of threat of force, violence; and / or*
 - b. *harm or damage to life or to property including, but not limited to, nuclear radiation and / or contamination by chemical and/ or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes expressed or otherwise and / or to put the public or any section of the public in fear.*
8. *Any liability, accident, injury, loss or damage arising outside of Malta.*
9. *Any liability, accident, injury, loss or damage if your vehicle is required by Maltese law to be registered but it is unregistered at the time of the loss.*
10. *Any liability, accident, injury, loss or damage arising as a result of your vehicle being used for racing, pace-making, reliability trial or speed testing, off-roading or use for any purpose in connection with the motor trade.*
11. *Any liability, accident, injury, loss or damage in respect of your vehicle in relation to which you have entered into any contract of sale or purported contract of sale whether this transaction constitutes a valid contract or not or would have constituted a valid contract but for the failure to comply with the provisions of any legislation applicable to the sale of vehicles.*
12. *Any liability, accident, injury, loss or damage if at the time of the accident the number of passengers carried on your vehicle exceeds the number indicated in your policy schedule.*
13. *Any liability, accident, injury, loss or damage caused by the use of your vehicle as a weapon with the intent to cause loss, damage or injury to any person.*

14. *Any liability to pay any claim or pay any benefit hereunder 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.*
15. *Any liability, accident, injury, loss or damage arising out of flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature.*
16. *Any claim, if the claim relates to loss or damage to property being conveyed or belonging to or in the care of anyone we insure or any member of their households who claims under this part of the policy.*
17. *Damage to any vehicle covered by this policy.*
18. *Loss, damage, injury or death occurring whilst your vehicle is being used in that part of an aerodrome or airport provided for the take-off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the customs examination area except where such liability is required to be covered by legislation.*
19. *Any liability incurred by anyone entitled to protection under the liability section of any other insurance.*
20. *Loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance except where such liability is required to be covered by legislation. For the purpose of this exclusion pollution or contamination shall be deemed to mean all pollution or contamination of buildings or other structures or of water or land or the atmosphere*
21. *Any liability caused or arising beyond the limits of any road, carriageway or thoroughfare in connection with the bringing of the load to your vehicle for loading on to it or the taking away of the load from your vehicle after unloading from it.*
22. *Any claim if any person insured under this policy does not keep to the terms, exceptions and conditions of this policy. The cover will also not apply if they can claim under another policy.*
23. *Any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease. Communicable disease means any*

disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. 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;*
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to and surface or object, solid, liquid or gas or between organisms, and;*
- c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.*

- 24.** *Any liability, accident, injury, loss or damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident. This includes 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 shall not be recoverable under this policy, nor be considered as physical loss or damage for the purposes of this exclusion.*

A cyber act means any unauthorised malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.

Cyber incident means any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Computer system means any computer, hardware, software, communications system, electronic device, server, cloud or microcontroller including any similar system or any configuration of the aforementioned 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.

CONDITIONS

1. CLAIMS PROCEDURE

As soon as reasonably possible after any accident, injury, loss or damage, you or your legal representatives must notify us giving full details of the incident. Any communication you receive about the incident should be forwarded to us immediately unanswered. You must also provide us with any information or instructions that we may reasonably ask for in relation to your claim, if we do not receive all the information or instructions, we need we may delay or suspend your claim.

It shall be a condition precedent to your right to be indemnified under this policy that you or your legal representatives must let us know immediately in writing if anyone insured under this policy is to be prosecuted as a result of the incident, or if there is to be an inquiry, or becomes aware of any legal or judicial proceedings brought or threatened, whether in Malta or in a foreign court or tribunal. In the event of theft or other criminal act which may give rise to a claim under this policy, you or any other person claiming indemnity under this policy must advise the police authorities immediately and cooperate with us to convict the offender. You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. We may at our option take over and conduct in your name, or the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own behalf but in your name, or in the name of anyone else insured by this policy to recover any payment we have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the information and assistance necessary for us to achieve a settlement.

2. CANCELLATION BY US

We, or any agent appointed by us and acting with our specific authority may cancel this policy by sending not less than seven days' notice of cancellation to your last known address. We will calculate the premium for the period we have been insuring you and refund any balance. You will be required to return your certificate of motor insurance to us. Please note that it is an offence under current legislation not to surrender the certificate within seven days of the cancellation date.

3. CANCELLATION BY YOU

You may cancel this policy as long as you are able to present evidence that your vehicle has been transferred to a new owner, or insured by another insurer, or else that the vehicle 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. No refund of premium may be given if a claim has been registered on the policy during the current period of insurance.

4. SHORT PERIOD RATES

Period of insurance	% of annual premium due to you
not exceeding 30 days	85%
not exceeding 60 days	75%
not exceeding 90 days	67%
not exceeding 120 days	60%
not exceeding 150 days	50%
not exceeding 180 days	40%
not exceeding 210 days	30%
not exceeding 240 days	20%
not exceeding 300 days	10%
Exceeding 300 days	No return premium

*If the period of insurance exceeded 300 days no return premium is due
In all cases a minimum premium of €12 per vehicle will be retained by us.*

5. OTHER INSURANCE

If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, we will only pay our share of the claim.

This provision will not place any obligation upon us to accept any liability which we would otherwise be entitled to exclude under exception 19.

6. YOUR DUTY TO PREVENT LOSS OR DAMAGE

You shall at all times take all reasonable steps to safeguard your vehicle from loss or damage. You shall maintain your vehicle in efficient condition, and you shall give us access to examine your vehicle when requested.

7. ARBITRATION

All differences arising out of this policy shall be referred to the decision of an arbitrator appointed under the provisions of the Arbitration Act 1996 within one month after a written request by you or us. An award must be made by the arbitrator before any court proceedings can be started against us. If we refuse liability for a claim and this claim is not referred to arbitration within one year from the date of such refusal, the claim shall be deemed to have been withdrawn and cannot subsequently be revived.

8. YOUR DUTY TO COMPLY WITH POLICY CONDITIONS

Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions and conditions of this policy. We will only provide the insurance described in this policy if the information given on your proposal form and declaration is to the best of your knowledge and belief, correct and complete. You have a duty to inform us of any facts the knowledge of which could affect our decision to accept the insurance or the terms under which we would accept it.

9. FRAUD

If any claim is in any way fraudulent or if you or anyone acting on your behalf has used any fraudulent means or devices, including but not limited to inflating or exaggerating the claim or submitting forged or falsified documents, all benefit under this policy shall be forfeited.

10. OWNERSHIP

You must tell us if the vehicle insured under this policy belongs to anyone else or is sold or purported to be sold to anyone else or is being used regularly by another person.

11. PAYMENTS MADE UNDER COMPULSORY INSURANCE REGULATIONS AND RIGHTS OF RECOVERY

If the law of any country in which this policy operates requires us to settle a claim which, if this law had not existed, we would not be obliged to pay, we reserve the right to recover such payments from you and/or from the person who incurred the liability. In respect of payments made under Section 1 of this policy, we reserve the right to recover any payments made from the driver if it is established that at the time of the accident the driver was found to be over the limit prescribed by law for alcohol or was driving whilst unfit through drink or drugs, except for drugs taken under medical supervision and not for the treatment of drug addiction or failed to provide a sample of breath, blood or urine when required to do so without lawful reason.

12. SUBMISSION TO FOREIGN COURT OR TRIBUNAL

Without prejudice to the Jurisdiction Clause set out in this policy, it shall be a condition precedent to your right to be indemnified under this policy that you do not voluntarily submit to the jurisdiction of a foreign court or tribunal, whether by means of entering an appearance or by means of a choice of court or jurisdiction agreement, without our previous consent in writing. Provided that this condition shall not apply to judicial proceedings brought before a court or tribunal of a designated state which would have had jurisdiction against you, irrespective and independently of your submission to its jurisdiction. For the purposes of this condition, "foreign court or tribunal" means a court or other tribunal outside Malta.

13. DIRECT RIGHT OF ACTION

Third parties may contact us directly in the event of an accident, loss or damage as allowed by legislation. In these circumstances we may deal with any claim, subject to legislation and to the terms and conditions of your policy.

14. SPECIAL CONDITIONS RELATING TO HIRING

These special conditions will only apply when the vehicle is let out on hire.

1. Cover will only be provided for drivers that have been duly registered with the policyholder. A copy of the terms and conditions of registration must be provided to us immediately upon request by us.
2. You must verify the identity and address of the hirer beyond reasonable doubt.
3. The vehicle will not be hired to:
 - a. Persons under 18 or over 70 years of age.
 - b. Persons who do not currently hold a valid driving licence recognised in Malta for the vehicle.
 - c. Persons who have been disqualified from driving in the past 12 months.
 - d. Persons who have had motor insurance declined or renewal refused, or special terms imposed, or have had a policy cancelled or avoided by an insurer.
 - e. Persons engaged in any of the following acts, occupations or professions and intending to use the vehicle in connection with their occupation or profession:
 - i. The carriage of passengers or goods for hire or reward.
 - ii. Courier services, express mail or parcel delivery.
 - iii. Fast food establishments (including food delivery).
 - iv. Deliveries of any types of goods.

SERVICE INFORMATION

HOW WE USE YOUR INFORMATION AND WHO WE SHARE IT WITH

It is a condition of the policy that you agree to the processing of personal data in the way set out in the Data Protection Statement. You have given us permission to do this when you signed the Data Protection Notice contained in the proposal form. All personal data provided by you will be treated in confidence and will not be disclosed to any third party except where the data subject has consented thereto or where permitted by law.

To the extent that the information provided by you constitutes personal data, you agree to the processing of such data for purposes which include:

- managing and administering your proposal for insurance;
- issuing your insurance policy and the collection of premiums and other bills;
- handling and settling of claims and paying other benefits;
- reinsurance or coinsurance;
- preventing, detecting, suppressing and prosecuting insurance fraud;
- establishing, exercising or defending a legal claim;
- meeting any other legal or contractual obligation;
- prospecting new insurance markets;
- internal management and actuarial activities;
- assessing creditworthiness, protecting credit and limiting relevant risks.

In addition, you agree that we may pass some or all of the information that relates or is ancillary to the claims history of persons who may claim under your policy to the Malta Insurance Fraud Platform, other insurance companies or to the Malta Insurance Association for any of the here stated purposes.

Information about you comprises of all details we hold about you, your transactions and includes information obtained from third parties. If you contact us electronically, we may collect your electronic identifier, such as your IP address (Internet Protocol) and your telephone number as supplied by your service provider. We may also record telephone conversations.

In accordance with the Data Protection Act you may request a copy of the information we hold about you. A fee may be payable.

IMPORTANT INFORMATION

Under the Protection and Compensation Fund Regulations 2003, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Further information may be obtained by visiting the Malta Financial Services Authority website www.mfsa.com.mt

COMPLAINTS PROCEDURE

As a valued customer you are right to expect fairness and a swift and courteous service at all times. We recognise that sometimes you may be dissatisfied with our service. To help us improve we would appreciate your honesty in telling us about your experience of our service – Your feedback will make all the difference.

WHAT SHOULD YOU DO?

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| Step 1. | Please speak to your usual insurance advisor or your GasanMamo Insurance Ltd contact. |
| Step 2. | If you remain dissatisfied or you feel your complaint remains unsolved please write to the Managing Director, GasanMamo Insurance Ltd, Msida Road, Gzira GZR 1405 giving us your policy or claim number in any correspondence. |
| Step 3. | If, after making a complaint to us, you are still unhappy and feel the matter has not been resolved to your satisfaction you have the right to refer the matter to the Office of the Arbiter for Financial Services, First Floor, St. Calcedonius Square, Floriana FRN 5130 or e mail on complaint.info@financialarbiter.org.mt . |

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

TELEPHONE MONITORING

For our joint protection, telephone calls may be recorded and/or monitored.