

COMMERCIAL HOME INSURANCE POLICY

This **Policy**, **Schedule** and **Endorsement** sheet(s) together are evidence of the contract between **You** and MAPFRE Middlesea p.l.c. based on the information **You** have given to **Us** and the declaration **You** have made on the proposal form. In return for receiving and accepting the premium, **We** will provide insurance in accordance with the terms and conditions of this **Policy** for those Sections of the **Schedule** shown as being applicable.

You should read these documents and check them carefully to ensure they give **You** the cover **You** require. It is important that **You** should advise **Us** immediately whenever any changes occur that affect what **You** have told **Us**.

On behalf of the Company



JAVIER MORENO GONZALEZ
PRESIDENT &
CHIEF EXECUTIVE OFFICER



OLIVIA DARMANIN
CHIEF OFFICER – TECHNICAL

DEFINITIONS

Wherever **You** see the following words or phrases, they will have the meanings shown next to them and are shown in bold print. Any word or expression to which a specific meaning has been given has the same meaning wherever it appears:

"Accidental damage" means damage caused suddenly and unexpectedly by external means other than **Your** deliberate act

"Buildings" means the residential premises and their outbuildings, common parts, passenger lift(s), garages, terraces, gardens, patios, paths, drives, walls, gates and fences, swimming pools, landlord's fixtures and fittings, interior decorations, service tanks, drains, septic tanks, pipes, cables or central heating fuel tanks, aerials and masts satellite dishes solar heating systems and other facilities all situated at the Risk Address shown in the **Schedule**. These **Buildings** are built of brick, stone or concrete and roofed with slates, tiles, concrete, asphalt, metal sheets or slabs composed entirely of incombustible mineral ingredients

"Business" means the activities in connection with the ownership and use of the **Buildings**, including the upkeep, repair, maintenance and decoration of the **Buildings**

"Contents" means furniture and furnishings other than **Valuables** belonging to **You** in the **Buildings**

"Employee" means any person who is under a contract of service or apprenticeship with **You** or regarded as being in **Your** employment under the terms of any contract or agreement

"Endorsement(s)" means any alteration made to the **Policy** which has been agreed by **Us** in writing

"Excess" means the first part of any claim which **You** have to bear

"Item" means the Lift as described in the **Schedule**

"Policy" means this booklet, the **Schedule** and any **Endorsements** all of which are to be read together

"Policyholder" means the owner/s of the **Buildings**

"Schedule" means the document containing **Your** name and address, the period of insurance, the sections of this **Policy** which apply, the premium **You** have to pay, the property which is insured, the amounts for which **You** are covered and details of any extensions or **Endorsements**

"Unfurnished" means the **Buildings** is not sufficiently furnished for normal living purposes

"Unit" means the residential premises described in the **Schedule**

"Unoccupied" means not lived in by **You** or any other person with **Your** permission

"Valuables" means stamp, coin or medal collections, antiques (not including furniture), collectibles, pictures, other works of art, **Items** of gold, platinum, silver or other precious metals, jewellery, watches and furs

"We" or **"Us"** means MAPFRE Middlesea p.l.c.

"You" or **"Your"** or **"Yourself"** means the **Policyholder** described in the **Schedule** and/or any other person entering in a formal lease/rental agreement with the **Policyholder**

SECTION A – BUILDINGS

This Section only applies when shown in **Your Schedule**.

We will provide cover by payment or at our option by reinstatement or repair for loss of or damage to the **Buildings** caused by any of the following:

- 1) Fire, Lightning, Explosion
- 2) Riots, Strikes, Labour and Political Disturbances, Malicious Damage but excluding
 - (a) the **Excess A.02** shown in the **Schedule**
 - (b) all loss or damage occurring while the **Buildings** are **Unoccupied** or are left **Unfurnished** for more than 90 consecutive days at the time of the loss or damage
- 3) Aircraft and other aerial devices or articles dropped therefrom
- 4) Storm, Tempest and Flood but excluding
 - (a) the **Excess A.04** shown in the **Schedule**
 - (b) all loss or damage caused by Frost, Subsidence or Landslide
 - (c) all loss or damage to hedges fences gates paths and drives dry stonewalls and rubble walls
- 5) Theft or any attempt thereat excluding theft whilst the **Buildings** are **Unoccupied** or are left **Unfurnished** for more than 90 consecutive days at the time of the loss or damage
- 6) Water escaping from Water Tanks, Apparatus or Pipes excluding:
 - (a) the **Excess A.06** shown in the **Schedule**
 - (b) all loss or damage occurring whilst the **Buildings** are **Unoccupied** or are left **Unfurnished** for more than 90 consecutive days at the time of the loss or damage
 - (c) all loss of or damage to water tanks, apparatus or pipes
 - (d) all loss or damage of subsidence or landslide resulting therefrom.
 - (e) bursting leaking or overflowing due to rust corrosion deterioration wear and tear
- 7) Earthquake, Volcanic Eruption, Subterranean Fire or any Convulsion of Nature but excluding the **Excess A.07** shown in the **Schedule**
- 8) Impact with any of the **Buildings** by any road vehicle or animals not belonging to **You** or under **Your** control or any member of **Your** family residing with **You** or other person(s) occupying the **Buildings**
- 9) Breakage or collapse of television and radio receiving aerials satellite dishes aerial fittings and masts but excluding damage thereto
- 10) Falling trees and branches but excluding
 - (a) felling or lopping by **You** or on **Your** behalf
 - (b) damage to fences and gates
 - (c) damage by falling leaves

EXTENSIONS OF COVER

A. If **We** accept a claim under any of the Paragraphs 1 to 10 above, **Your Policy** will also include, up to 10% of the **Buildings** sum insured (applied proportionally to each **Unit** as applicable), the following:

- a) Architects' and surveyors' fees to repair the **Buildings**.

We will not cover:

- i) Architects' and surveyors' fees which exceed those recommended by the relevant professional institutes (or authorised under the tariff "K" of the Code of Organisation and Civil Procedure of the Laws of Malta – Chapter 12 or as amended or replaced from time to time ii) Fees for preparing **Your** claim

- b) The cost of removing debris or demolishing or propping up the damaged parts the **Buildings**

We will not cover:

- i) Costs not agreed by **Us** in advance.

- c) The cost of meeting building regulations or local authority bye-laws

We will not cover:

- i) Costs resulting from a notice served on **You** before the date of loss or damage.

B. Rent

If the **Buildings** are made unfit to live in by any cause insured by Paragraphs 1 to 10 above, **We** will pay, up to 10% of the **Buildings** sum insured (applied proportionally to each **Unit** as applicable), the rent **You** would have received or paid including reasonable additional costs payable for comparable accommodation during the period necessary to restore the **Buildings** to a condition fit to live in. However, **We** will not cover rent or costs for periods exceeding the period necessary for the reinstatement of the building

C. Accidental Damage

We will also provide cover for **Accidental damage** to the following:

- a) Drains, drains inspection covers, pipes, cables, underground tanks providing services to or from the **Buildings** and for which **You** are legally responsible

We will not cover loss or damage caused:

- i) By wear and tear, settlement or shrinkage, vermin, insects, fungus, weather conditions, or anything which happens gradually or where there is no damage to the material of the pipe
- ii) By faulty design or poor workmanship or the use of faulty materials
- iii) By building alterations, renovations, extensions or repairs
- iv) By subsidence or heave of the land or landslide

- b) All fixed glass and sanitary fittings forming part of the **Buildings** including ceramic hobs or tops, glass in solar-panel **Units**, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns and their fixtures and fittings

We will not cover loss or damage caused:

- i) While the **Buildings** are **Unoccupied** or left **Unfurnished** for more than 90 days in a row
- ii) Directly by pet animals or pet birds
- iii) Solely by scratching or chipping
- iv) Solely by the failure of double glazing seals
- v) Replacement of undamaged parts

D. Sale of Your Buildings

If **You** have agreed to sell **Your** interest in the **Buildings**, the buyer who completes the purchase will have the benefit of the cover given under paragraphs 1 – 10 up to the date the contract is completed provided the **Buildings** are not otherwise insured by or on his behalf.

SECTION B – CONTENTS

This Section only applies when shown in **Your Schedule**.

We will provide cover by payment or at our option by reinstatement or repair for loss of or damage to the **Contents** caused by any of the following:

- 1) Fire, Lightning, Explosion
- 2) Riots, Strikes, Labour and Political Disturbances, Malicious Damage but excluding
 - (a) the **Excess** B.02 shown in the **Schedule**
 - (b) all loss or damage occurring while the **Buildings** are **Unoccupied** or are left **Unfurnished** for more than 90 consecutive days at the time of the loss or damage
- 3) Aircraft and other aerial devices or articles dropped therefrom
- 4) Storm, Tempest and Flood but excluding
 - (a) the **Excess** B.04 shown in the **Schedule**
 - (b) all loss or damage caused by Frost, Subsidence or Landslide
- 5) Theft or any attempt thereat excluding theft
 - (a) by deception
 - (b) of money
 - (c) while the **Buildings** are **Unoccupied** or are left **Unfurnished** for more than 90 consecutive days at the time of the loss or damage
 - (d) not accompanied by forcible and violent entry into or exit from the **Buildings**
- 6) Water escaping from Water Tanks, Apparatus or Pipes excluding:
 - (a) the **Excess** B.06 shown in the **Schedule**
 - (b) all loss or damage occurring whilst the **Buildings** are **Unoccupied** or are left **Unfurnished** for more than 90 consecutive days at the time of the loss or damage (c) all loss of or damage to water tanks, apparatus or pipes
- 7) Earthquake, Volcanic Eruption, Subterranean Fire or any Convulsion of Nature but excluding the **Excess** B.07 shown in the **Schedule**
- 8) Impact with any of the **Buildings** by any road vehicle or animals not belonging to **You** or under **Your** control or any member of **Your** family residing with **You** or other person (s) occupying the **Buildings**
- 9) Breakage or collapse of television and radio receiving aerials satellite dishes aerial fittings and masts
- 10) Falling trees and branches but excluding
 - (a) felling or lopping by **You** or on **Your** behalf or by the occupier or on his behalf
 - (b) damage by falling leaves

SECTION C – YOUR LIABILITY TO OTHERS

This Section only applies when shown in **Your Schedule**.

We will provide cover in respect of legal liability for damages, claimant's costs and expenses incurred solely by **You** in the course of the **Business** in or on the **Buildings** if

- a) any person, including any **Employee** under a contract of service or apprenticeship solely in connection with the **Business** in or on the **Buildings**, is accidentally injured, falls ill or dies

or

- b) property is accidentally lost or damaged

We will also pay **Your** defence costs and expenses if **We** agree in advance

We will not pay more than the Limit of Indemnity shown in the **Schedule** in all for any one incident inclusive of defence costs and expenses

We will cover each party named in the **Schedule** as the **Policyholder** as if a separate **Policy** has been issued to each. The total amount payable will not exceed the limit of liability regardless of the number of parties claiming to be covered

In the event of **Your** death, **We** will also indemnify **Your** legal personal representatives in respect of liability incurred by **You** and covered by this **Policy** provided that **Your** legal personal representatives observe the terms of this **Policy** so far as they can apply

We will not cover **Your** liability arising from:

- i) Injury, including death, disease or illness, to **You**
- ii) Loss of or damage to property which belongs to **You** or is in **Your** care
- iii) Liability arising from the ownership, possession or use by **You** or on **Your** behalf of a motor vehicle licensed for road use and for which **You** need a certificate of motor insurance
- iv) Liability arising from the ownership, possession or use by **You** or on **Your** behalf of children's motor vehicles, go-karts, mechanically propelled or assisted vehicles (other than gardening machinery), passenger lifts, caravans, trailers, aircraft, hovercraft or boats (other than handpropelled boats)
- v) Liability arising from the ownership, possession or use by **You** or on **Your** behalf of mechanically propelled or assisted watercraft
- vi) Liability to an **Employee** for which compulsory insurance or security is required by any road traffic act legislation
- vii) Liability under any agreement unless **You** would have been liable without the agreement
- viii) Liability resulting directly or indirectly from the transmission of any communicable disease or virus by **You**
- ix) Liability arising from **Your** living in or occupying land or **Buildings** other than the **Buildings** or its grounds
- x) Liability arising from dangerous dogs, the use of any horse or of firearms
- xi) Liability arising from deliberate or malicious acts
- xii) Liability in connection with **Your Business** or profession except in connection with the **Business** as described in the **Schedule**
- xiii) Liability covered by any other insurance
- xiv) any liability of whatsoever nature caused by seepage, pollution or contamination unless directly caused by a sudden identifiable, unintended and unexpected incident occurring entirely at a specific time and place during the period of insurance

- xv) any liability directly or indirectly arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss
- xvi) any liability for consequential, financial or economic loss unless this is as a direct result of loss or physical damage to material property or bodily injury (including death, disease or illness) to any person
- xvii) any claims or losses directly or indirectly out of non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference.

GENERAL EXCEPTIONS

These General Exceptions Apply to All Sections of the **Policy**

1. **Radioactive Contamination and Sonic Bangs**

We will not pay for any loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d) pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds

2. **Nuclear Energy Risks**

Notwithstanding any provision to the contrary within the **Policy** of which this **Endorsement** forms part (or within any other **Endorsement** which forms part of this **Policy**), this **Policy** shall exclude Nuclear Energy Risks.

For the purposes of this **Policy** Nuclear Energy Risks shall mean:

- (a) All property on the site of a nuclear power station, Nuclear Reactors, reactor **Buildings** and plant and equipment therein on any site other than a nuclear power station.
- (b) All property, on any site (including but not limited to the sites referred to in (a) above used or having been used for:
 - (i) the generation of nuclear energy; or
 - (ii) the Production, Use or Storage of Nuclear Material
- (c) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (d) The supply of goods and services to any of the sites, described in (a) to (c) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Definitions

"Nuclear Material" means:

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (ii) Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural or industrial purpose.

"Nuclear Installation" means:

- (i) any Nuclear Reactor;
- (ii) any factory using nuclear fuel for the production of Nuclear Material, any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, **Buildings**, structures, plant, equipment, vehicles, **Contents** (including but not limited to liquids and gases) and all material of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- (i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the **Contents** thereof, the fuel elements, the control rods and the irradiated fuel store and;
- (ii) For non-reactor Nuclear installations, any area where the level of radioactivity requires the provision of a biological shield.

3. **War and Terrorism**

We will not pay for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following:

- i) war, invasion, acts of foreign enemy, hostilities or warlike operations (whether war be declared or not)
- ii) civil war, military rising, insurrection, civil commotion assuming the proportions or amounting to an uprising, rebellion, revolution, military or usurped power, martial law or looting or pillaging in connection therewith .
- iii) confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public authority or any act or condition incident to any of the above
- iv) acts of terrorism.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) and/or to put the public, or any section of the public, in fear.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon **You**.

4. Seepage, Pollution or Contamination

We will not pay for any liability for:

1. Personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of insurance.
2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of insurance.
3. Fines, penalties, punitive or exemplary damages.

5. Transmission and Distribution Lines

We will not pay for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused to any transmission and distribution lines.

6. Wet Rot and Dry Rot

We will not pay for any loss or damage by wet rot or dry rot whether caused directly or indirectly by an insured cause.

7. Existing Damage

We will not pay for any loss or damage occurring or arising from an event which happens before this insurance commences.

8. Computer Data or Software

Property Damage covered under this **Policy** shall mean physical damage to the substance of property. Physical Damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this **Policy**:

- i) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any **Business** interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software which is the direct consequence of insured physical damage to the substance of the property shall be covered.
- ii) Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any **Business** interruption losses resulting from such loss or damage.

9. Mould and Vermin

It is hereby declared and agreed that this insurance **Policy** does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by mould and vermin.

GENERAL CONDITIONS

These General Conditions Apply to All Sections of the **Policy**

1. General

You must keep to the terms, conditions, exceptions and **Endorsements** of this **Policy**. **We** will provide cover under this **Policy** only if the material information **You** gave **Us** when applying for insurance or when making a claim, either by speaking to **Us** or in any document, is true as far as **You** know.

2. Your Duty to Prevent Loss or Damage

You must do all that **You** reasonably can to prevent loss or damage to property which is insured under this **Policy** and to maintain such property in a sound condition.

3. Claims

As soon as **You** become aware of an event or cause that may lead to a claim under this **Policy**, **You** or **Your** legal representatives must:

- i) tell **Us** immediately and provide at **Your** own expense all the information and help **We** need
- ii) tell the police immediately about any property which has been lost, stolen or maliciously damaged and obtain a crime reference number
- iii) do all **You** reasonably can to recover any lost or stolen property
- iv) forward to **Us** unanswered immediately any writ, summons or other legal documents served on **You** or **Your** family in connection with any claim for legal liability arising from injury or damage
- v) not discuss, admit, reject or negotiate on any claim with anyone else without our written permission.

If **We** decide or are required to reinstate or replace any property, **You** will at **Your** expense provide plans, documents and all other information which **We** require. **We** will not be obliged to reinstate property exactly or completely but only as circumstances permit and in a reasonably sufficient manner and will not be bound to expend in respect of any one **Item** more than the sum insured.

4. Basis of Claim Settlement

- a) In the event of loss or damage to the property described in the **Schedule**, **We** can choose to settle **Your** claim by either repairing or replacing the property or by making a payment. Unless otherwise specified, a deduction for wear and tear or depreciation will be made. **We** will not, however, pay more than the sum insured for all claims resulting from one incident or accident.
- b) Provided that the sum insured for **Buildings** (applied proportionally to each **Unit** as applicable), represents its full value and the repair or replacement is carried out without delay, **We** will not deduct an amount for wear and tear or depreciation.
- c) Provided that the sum insured for **Contents** (applied proportionally to each **Unit** as applicable) represents their full value and the repair or replacement is carried out without delay, **We** will not, except for clothing and household linen, deduct an amount for wear and tear or depreciation.
- d) **We** will not pay for the cost of replacing any undamaged part of the **Contents** (applied proportionally to each **Unit** as applicable) which forms part of a suite or part of a common design when damage is restricted to a specific part or to a clearly identifiable area and

replacements cannot be matched. In that event, payment is limited to the value which such **Item** or **Items** may have as part of such suite or design.

5. **Fraud**

Whilst the contract between **You** and **Us** is based on mutual trust and **We** believe our **Policyholders** are honest, fraudulent insurance claims are occasionally made. Where fraud (including exaggeration) is detected, claims will not be paid and **We** may refer the matter to the police for criminal prosecution. The **Policy** may not only be rendered invalid but **We** may also take other action consistent with our legal rights.

6. **Rights and Responsibilities**

We may enter any building where loss or damage has occurred.

Following the settlement of any claim, any salvage becomes our property. **You** must not abandon property to **Us**.

We may take over and conduct in **Your** name with complete and exclusive control, the defence or settlement of any claim.

We may at our expense and for our own benefit start legal action in **Your** name to recover compensation from others in respect of anything covered by this **Policy**.

For any claim or series of claims involving legal liability covered by this **Policy**, **We** may either pay up to the limit shown in the **Schedule** (less any amounts previously paid as compensation) or any lower amount for which **We** can settle **Your** claim. Once **We** have made the payment, **We** will have no further liability in connection with **Your** claim except for paying costs and expenses owed to or by **Us** before the date of payment.

7. **Average**

Whenever the property covered by this **Policy** shall at the time of any loss or damage be collectively of greater value than such sum insured **You** shall be considered as being **Your** own insurer for the difference and **You** shall bear a rateable proportion of the loss accordingly.

8. **Contribution of Other Insurances**

If any loss, damage or liability which **You** are claiming for under this **Policy** is covered by any other insurance, **We** will pay only our share of that claim in agreement with any other relevant insurer even if such other insurer refuses the claim.

9. **Cancellation**

- a) **You** may cancel this **Policy** at any time during its term. Any refund of premium will be worked out from the date **We** receive **Your** cancellation instructions. Provided no claim or loss has arisen in the current period of insurance, **We** will return part of the premium calculated on a short period basis for the unexpired period of insurance.
- b) **We** may cancel this **Policy** by sending **You** a registered letter giving **You** 7 days' notice to **Your** last known address. **We** will refund the appropriate proportion of **Your** premium worked out on a pro-rata basis from the date of our letter.

10. Arbitration

- a) If **We** disagree about the amount to be paid under this **Policy** (liability being otherwise admitted), **You** and **We** have the right to refer to arbitration. **We** will write to **You** to inform **You** of this option and **You** must then write and tell **Us** if **You** want to proceed. An arbitrator will be appointed in accordance with the statutory provisions in force at the time as amended or replaced from time to time. The apportionment of the costs and expenses of the arbitration will be determined by the arbitrator. The making of an award is a condition precedent to any right of action against **Us**.
- b) Using the arbitration procedure does not preclude **You** from appealing against the arbitrator's decision in a court of law.

11. Maltese Jurisdiction Clause

The cover provided herein shall apply only to judgements or orders that are delivered by or obtained from a Court within the Maltese Islands. Furthermore, the cover shall not apply to a judgement or order obtained in Malta for the enforcement of a judgement obtained elsewhere or to costs and expenses of litigation recovered by any claimant from **You** which costs and expenses of litigation are not incurred in the Maltese Islands.

Complaints Procedure

We are committed to providing good quality services. **We** recognise that a client may not be satisfied with the service provided. To deal with this **we** have a complaints procedure. For the sake of clarification, a complaint is broadly defined as being a written expression of dissatisfaction with services that **we** provide or actions **we** have taken that require a response.

How to complain

Step 1 – Contacting Us

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

Usually the best person to talk to will be the person who dealt with the matter **you** are concerned about as they will be in the best position to help **you** promptly and to put things right. If they are not available or **you** would prefer to approach someone else, then address the matter to the manager or senior person responsible. **We** will seek to resolve the problem immediately. If **we** cannot do this, then **we** will take a record of the concern and arrange the best way and time for getting back to **you**. This will normally be within two working days.

Step 2 – Taking the complaint further

If **you** are still unhappy the next step is to put the complaint in writing, addressing it to the Complaints Officer, setting out the details, explaining what **you** think went wrong and what **you** feel would put things right. If **you** are not happy about writing a letter, **you** can always ask a member of **our Company** to take notes of the complaint which **you** will be then asked to sign. **You** will be provided with a copy for **your** own reference. This record will be passed promptly to the Complaints Officer to deal with.

Once the Complaints Officer receives a written complaint, s/he will arrange for it to be fully investigated. The complaint will be acknowledged in writing within five working days of receiving it and the letter will state when **you** can expect a full response. This should normally be within fifteen working days unless the matter is very complicated such as where other organisations need to be contacted. Where this is the case **we** will still let **you** know what action is being taken and will inform **you** when **we** expect to provide a full response.

Taking your complaint elsewhere

If **you** are still not satisfied with the Complaints Officer's response, **you** can always seek advice elsewhere. **You** may contact:

Office of the Arbiter for Financial Services
First Floor
St Calcedonius Square
Floriana FRN1530
Malta
Telephone: 8007 2366 or 21249245
E-mail: complaint.info@financialarbiter.org.mt
Website: www.financialarbiter.org.mt

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

All communications and notices regarding the **Policy** should quote **Policy** number and renewal date and addressed to:

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

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

COMMERCIAL HOME INSURANCE POLICY

Please read the conditions and examine the **Policy** carefully and if it is incorrect or does not provide the cover required return the document immediately for alteration

COMHP-V1.0-010921
Com. No. MMS240621