

Public Liability Insurance

Insurance Product Information Document

MAPFRE Middlesea p.l.c. | Middle Sea House | Floriana FRN 1442 | Malta


MAPFRE
MIDDLESEA

MAPFRE Middlesea p.l.c. (C-5553) is authorised by the Malta Financial Services Authority (MFSA) to carry on both Long Term and General Business under the Insurance Business Act. MAPFRE Middlesea p.l.c. is regulated by the MFSA.

This document is designed to provide you with a generic overview of the main features and benefits of this insurance policy. Due to its nature, it is not personalised to your individual needs. Complete pre-contractual and contractual information can be found in your quotation and the policy documentation, which is available upon request.

What is this type of insurance?

Public Liability covers your legal liability to pay compensation for bodily injury or physical property damage caused to a third party in connection to your business activities.



What is insured?

- ✓ All Sums which you are legally liable to pay for compensation in respect of:
 - Accidental bodily injury to or illness of any person;
 - Accidental loss of or damage to material property.
- ✓ All costs and expenses of litigation:
 - Recovered by any claimant against you;
 - Incurred with our written consent in respect of a claim against you for compensation to which the indemnity expressed in this Policy applies.



What is not insured?

This represents a non-exhaustive selection of some of the policy exclusions.

We shall not be liable in respect of:

- ✗ Liability assumed by the Insured under contract or agreement.
- ✗ Injury to any employee of the Insured arising out of and in the course of the employment.
- ✗ Loss of or damage to any property belonging to or in the custody, charge or control of the Insured.
- ✗ All costs of or arising from the need for removal repair making good rectification or replacement of: goods or property and/or defective work executed by the Insured.
- ✗ Injury, loss or damage caused by or arising out of the ownership, possession or use by or on behalf of the Insured of:
 - any mechanically propelled vehicle or trailer attached thereto.
 - whilst on any road within the meaning of the Motor Vehicle Insured if such liability is insured by any other policy or is required by any road traffic legislation.
 - any locomotive aircraft hovercraft or watercraft.
- ✗ Any goods or other property sold, supplied, installed, erected, repaired, altered, treated or tested by the Insured.

- ✗ Liability in respect of treatment or services rendered in a professional capacity.
- ✗ Any liability of whatsoever nature caused by seepage, pollution or contamination.
- ✗ Consequential loss of any kind.
- ✗ Asbestos related losses.
- ✗ Unmanned Aerial Vehicles Exclusion.
- ✗ Sanction Limitation and Exclusion Clause.
- ✗ Pandemics, epidemics and communicable diseases.
- ✗ Offshore risks.



Are there any restrictions on cover?

- ! An Excess (deductible) as shown in your insurance schedule, being the part of a claim you are responsible for may apply.
- ! Damages are only paid up to the limits shown in the schedule.
- ! This Policy will be void in the event of misrepresentation, misdescription or non-disclosure in any way and if any false or fraudulent claim is made.
- ! If you purchased another insurance policy covering the same risk, we will only pay our rateable proportion of the claim.
- ! Your cover may contain other restrictions, please refer to your policy document.



Where am I covered?

- ✓ Within the territorial limits described in the policy schedule.
- ✓ This policy applies in accordance with Maltese Jurisdiction.
- ✓ The MAPFRE Middlesea plc policy is a Maltese contract and is governed by Maltese Law.



What are my obligations?

- The answers in any proposal and declaration for this insurance or any information you have provided must be true and complete as far as you know. This obligation will continue to apply throughout the currency of the policy including at renewal stage.
- All changes in any of the declared facts, including any changes in your criminal record as well as any changes in the property insured are to be communicated to us without delay as the contract could become void and claims refused if we are not notified of these changes.
- You must immediately notify us and submit a completed claim form along with the necessary reports and claim amounts in the event of any claim.
- You must take reasonable precautions to prevent injury and damage.



When and how do I pay?

- You must promptly pay the insurance premium as soon as it is due.
- You may settle your premium by debit/credit card, by cheque, via internet banking or in cash.
- Your premium may be subject to an adjustment on expiry, based on the declared actual annual turnover against the estimation provided at policy inception.



When does the cover start and end?

- The contract will commence from the start date and cease on the expiry date shown in the policy schedule unless cancelled before.



How do I cancel the contract?

- You may cancel the contract (cover) at any time and a return premium will be given to you unless a claim has been made during the current period of insurance.
- We may cancel the policy by sending a registered letter to your last known address giving not less than fifteen days' notice of our intention to cancel this policy, such notice to run from midnight of the day following that upon which the letter is posted. A return premium will be given to you unless a claim is registered during the period of insurance.
- We may also cancel the policy immediately at our discretion and without notice if you do not pay the premium. You will not get a refund for any part payments already made.