

TRAVEL INSURANCE POLICY

This **Policy, Schedule and Endorsement(s)** (if any) together are evidence of the contract between **you** and MAPFRE Middlesea p.l.c. based on the information given to **us** and the declaration made on the proposal form. In return for receiving and accepting the premium, **we** will provide insurance within the Travel Destination noted in the **Schedule** accordance with the terms and conditions of this **Policy**. **You** should read these documents and check them carefully to ensure they provide **you** with the cover **you** require. It is important that **you** should advise **us** immediately whenever any changes occur that affect what **you** have told **us**.



MARTIN GALEA
CHAIRMAN



FELIPE NAVARRO
PRESIDENT &
CHIEF EXECUTIVE OFFICER

DEFINITIONS

Unless both **you** and **we** agree otherwise, this contract of insurance is **Maltese** and is governed by and according to Maltese Law and is subject to the exclusive jurisdiction of the Maltese Courts. With regards to the cover provided and the indemnity payable under this **Policy we** will pay only in respect of judgements, orders or awards that are delivered by or obtained from a court within **Malta** or within the territory where the incident occurred subject to the Travel Destination noted in the **Schedule**, or in Arbitration in **Malta** under **Maltese** statutory provisions. Moreover, **we** will not pay in respect of any judgement, order or award obtained in **Malta** for the enforcement of a judgement or arbitration award obtained elsewhere except in respect of a judgement, order or award obtained subject to the Travel Destination noted in the **Schedule** or to costs and expenses of litigation recovered by any claimant from **you** or any other **insured person** entitled to indemnity under this **Policy** which costs and expenses of litigation are not incurred in **Malta** or in the territory where the incident occurred in the Travel Destination noted in the **Schedule**.

This **Policy** applies only to persons resident in **Malta** who are undertaking conventional non-working holidays or business trips where no manual work is undertaken. **We** should be advised if **you** intend to include a planned sporting activity during **your trip**.

Health Warranty – Claims under Sections 1 (Cancellation and Abandonment) and 2 (Emergency Medical and Associated Expenses and Hospital Benefit) of this **Policy** will only be entertained if such claims are not a direct or indirect result of any pre-existing medical condition of the **insured person** or of any **travelling companion**.

World-Wide Emergency Assistance – In the event of a claim under Sections 2 (Emergency Medical and Associated Expenses and Hospital Benefit), 3 (Delayed or Missed Departure and Hijack) and 6 (Personal Accident) of this **Policy you** may contact our Assistance Centre on the telephone number stated in the **Schedule**.

Policy cover limits – the most **we** will pay under each Section of the **Policy** for each **insured person** is shown in the **Schedule**.

If **you** are travelling to countries in the European Economic Area & Switzerland we strongly recommend that you get a European Health Insurance Card from the competent authorities. This will allow **you** to benefit from the health arrangements which exist between member states. **You** must take reasonable steps to use these arrangements where possible.

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 unless the context requires otherwise:

Accident or **accidental** mean a sudden unexpected event which happens after the start date of the **Policy** and results in **your bodily injury** or other loss or damage covered by this **Policy**.

Abandon or **abandonment** mean returning to **your home** before the scheduled return date.

Bodily injury mean **your** death or injury to **your** body (including **your** disappearance arising therefrom) other than by **your** deliberate act caused solely by violent **accidental** external and visible means. This does not include any disease, sickness or naturally occurring condition or gradually operating or degenerative process.

Cash means coins and notes including foreign currency which are current legal tender.

Close business associate means someone **you** work with in **Malta** and who if **you** were both away from work at the same time would prevent the business from running properly.

Close relative(s) means **your** mother, father, sister, brother, wife, husband, partner who lives at the same address as **you** and shares **your** financial responsibilities (not including business partners or associates), fiancé(e), daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-sister, step-brother, aunt, uncle, cousin, nephew, niece, legal guardian or foster parent or child.

Credit and Debit Cards means credit, debit, cheque, bankers or cash dispenser cards.

Electronic Equipment means, but not limited to, mobile phones, tablets, video and digital cameras and laptops.

Emergency Medical Treatment means any sudden and unexpected medically necessary surgical or medical procedure, consultation, test or investigation to cure or actively and substantially relieve an acute medical condition.

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

Excess(es) means the first part of any claim which **you** have to pay **yourself**.

Excluded activities means any non-standard sports or activities which involve a high level of stress and risk including but not limited to (i) engaging in professional sports of any kind,

rock-climbing or mountaineering which requires the use of ropes or guides, potholing, parachuting, hand-gliding, coasteering or similar activities, rafting, or canoeing involving white water rapids, bungee jumping, sky diving or similar activity, jet skiing, kayaking, tubing, or sub aqua diving; (ii) engaging in or practicing for speed or time trial, sprints or racing of any kind (other than on foot); (iii) engaging in winter sports or the use of dry ski-slopes (unless the appropriate additional premium has been paid in which case the excluded activities are ski-racing, ski-jumping, ski-boarding, ice hockey, and the use of bob sleighs or skeletons).

Home means **your** permanent private residential address in **Malta**.

Loss of limb means total and permanent loss of use of **your** entire hand, arm, foot or leg or amputation at or above the wrist or ankle.

Malta or **Maltese** mean the, or of the, Republic of **Malta** including any recognised sea passage within the Republic.

Manual Work means physical work irrespectively of whether or not carried out by unskilled or skilled workers unless otherwise agreed to be covered by the Company

Medical Practitioner means a registered practicing member of the medical profession not related to **you** or **your travelling companion**.

Period of insurance mean the period which starts from **your** leaving **your** normal place of residence or business and shall terminate on **your** return thereto but shall not exceed the number of days stated in the **Schedule**. In the case of Cancellation cover as specified in Section 1 (Cancellation and Abandonment) of this **Policy**, the **period of insurance** starts from the date of issue of the **Policy**.

Permanent total disablement means a total and permanent disability which medical evidence confirms will prevent **you** from doing any kind of paid work for the rest of **your** life.

Personal Money means **cash**, travellers' cheques, postal and money orders, non-refundable pre-paid tickets, travel tickets, hotel vouchers.

Personal belongings means luggage, clothing, **valuables**, **electronic equipment**, sports equipment, musical instruments and other items which **you** normally wear or carry with **you**. All such items must either belong to **you** or be **your** legal responsibility.

Plan means Low Cost, Economy or Club as stated in the **Schedule**.

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

Pre-existing Medical Condition means any medical condition that **you** or **your travelling**

companion have, or have had, for which during the last 24 months you:

- are taking or have been taking prescribed medication;
- are waiting to receive, or have received treatment (including surgery, tests or investigations).

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 amounts for which **you** are covered and details of any extensions or **endorsements**.

Total Loss of Sight means complete and permanent loss of sight.

Travelling Companion means a person with whom **you** are travelling or have arranged to travel with and without whom the **Trip** cannot commence or continue. A tour or group leader is not considered as a **Travelling Companion**.

Trip means any return journey that starts and finishes from **your home** or place of business in **Malta** and, unless agreed otherwise, which lasts, or is scheduled to last, for no more than 180 days.

Unattended means where **you** are not in full view of or **you** are not in a position to prevent the unauthorised taking of **your** property.

Valuables means antiques (not including furniture), items of gold, platinum, silver or other precious metals, jewellery, watches, furs, binoculars, telescopes, photographic, audio and video equipment.

We or **us** or **our** mean MAPFRE Middlesea p.l.c.

You or **Your** or **Yourself** or **Insured Person** mean the person or people named in **your Policy Schedule**.

SECTION 1 – CANCELLATION AND ABANDONMENT

A. We will pay **you** for:

- a. travel and accommodation expenses, including kennel and cattery fees, that **you** have already paid or contracted to pay and which **you** cannot get back including prepaid car hire, excursions, tours or activities, if it is necessary and **you** cannot avoid cancelling or abandoning **your trip**; and
- b. reasonable extra travel costs if it is necessary and **you** cannot avoid **abandoning your trip**, if:
 - i. **you** or **your travelling companion** or **your close relative(s)** is seriously injured, falls seriously ill, is quarantined or dies;
 - ii. **you** or **your travelling companion** is called for jury service or as a witness in a **Maltese** court of law during the **period of insurance**;
 - iii. **you** or **your travelling companion** is involuntarily made redundant and registered as unemployed with the Employment & Training Corporation;
 - iv. **your home** or that of **your travelling companion** is made unfit to live in by fire, explosion, storm, flooding or impact by aircraft which happen after **you** have purchased this **Policy** or booked **your trip**, whichever is the later;
 - v. **you** or **your travelling companion** being required by the police authorities to stay at **home** or at the place of work as a result of burglary or theft at either of the premises;
 - vi. **you** or **your travelling companion** have **your** vacation leave withdrawn or cancelled. Provided that, if **you** or **your travelling companion** are members of the armed forces, police force, fire, nursing or ambulance service or employees of the Government of Malta such withdrawal or cancellation could not reasonably have been expected at the time of purchasing this **Policy**;
 - vii. **you** or **your travelling companion** being prevented from travelling because of a Maltese Government restriction arising from an epidemic or pandemic;
 - viii. the journey is unavoidably cancelled as a result of the departure from **Malta** being delayed for at least 24 hours.

B. We will also pay **you** for:

- a. reasonable extra travel and accommodation costs incurred due to the unavoidable lengthening of **your trip**; and
- b. travel and accommodation expenses, including kennel and cattery fees, that **you** have already paid or contracted to pay and which **you** cannot get back including prepaid car hire, excursions, tours or activities, if **your** journey by air or sea is cancelled due to extreme weather conditions, natural catastrophes or labour strikes provided that such cancellation could not reasonably have been expected at the time of purchasing this **Policy**.

We will not pay any claim:

- i. for redundancy caused by misconduct, resignation or voluntary redundancy or if **you** or **your travelling Companion** knew of the redundancy before this **Policy** was purchased or the **trip** was booked, whichever is the later;
- ii. if **you** or **your travelling companion** not wanting to travel;
- iii. arising from **you** or **your travelling Companion** not having the correct passport, visa or other travel or entry documents;
- iv. for additional travelling expenses if, in advance of **your trip**, a return ticket to **Malta** was not purchased;
- v. resulting out of a medical condition which **you**, **your travelling companion** or any other person whose health **your trip** depends on, were aware of, when this **Policy** was purchased or the **trip** was booked.
- vi. for Cancellation or **Abandonment** of the **trip** due to **you** or **your travelling companion's** **bodily injury** or illness unless a medical certificate is obtained beforehand from a **Medical Practitioner** stating that this necessarily and reasonably prevented you from travelling or confirm the necessity to return **Home**.
- vii. if **you** fail to notify the travel agent, tour operator or provider of transport/accommodation immediately it is found necessary to cancel or **abandon** the **trip**. **Our** liability shall be solely restricted to the cancellation/**abandonment** charges that would have applied had such failure not occurred.

SECTION 2 – EMERGENCY MEDICAL AND ASSOCIATED EXPENSES AND HOSPITAL BENEFIT

A. If **you** fall ill, become injured or die during **your trip** we will pay **you** for:

- a. **emergency medical treatment** outside **Malta** including rescue services to take **you** to hospital;
- b. emergency dental treatment for the immediate relief of pain only;
- c. the cost of burying or cremating **you** in the country outside **Malta** where **you** die or the additional cost of returning **your** body or ashes to **your home**;
- d. the cost of additional room only accommodation expenses of a similar standard to the one **you** had for **your trip** if **you** are advised by a **medical practitioner** that **you** should stay longer than **you** intended;
- e. the additional cost of **your** returning **home** if **you** cannot use **your** return ticket to **Malta**;
- f. the additional cost if it is medically necessary for **you** to return **home**;
- g. the reasonable extra travel and room only accommodation costs under (d), (e) and (f) above, of one relative or friend who has to travel or stay with **you**, providing both a **Medical Practitioner** and **we** believe it is necessary.

- B. In addition, **we** will also pay **you** the amount shown in the **Schedule**:
- a. for every 24 hours **you** are being treated as an in-patient in a hospital outside **Malta** towards incidental expenses **you** have to pay such as telephone calls;
 - b. for additional treatment required in **Malta** within a maximum period of 3 months after **your** booked return date.

We will not pay any claim for:

- i. costs incurred following **your** decision not to return to **Malta** after the date when, in **our** opinion, it was safe for **you** to do so;
- ii. the cost of in-patient hospital treatment or going **home** early not authorised by **us** in advance;
- iii. the cost of any non-emergency treatment or surgery including exploratory tests which are not directly related to the illness or injury for which **you** originally went into hospital;
- iv. any form of treatment that the attending **Medical Practitioner** and **we** think can reasonably wait until **you** return to **Malta**;
- v. cosmetic surgery;
- vi. medication which at the time **your trip** started **you** knew that **you** would need while **you** were away;
- vii. any additional costs because **you** have a single or private room;
- viii. treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre.
- ix. medical expenses unless **you** obtain a medical certificate from a **Medical Practitioner** clearly stating diagnosis and treatment received and the necessary supporting evidence such as receipts or bills.

SECTION 3 – DELAYED OR MISSED DEPARTURE AND HIJACK

A. Delayed Departure

In the event of the international transport by aircraft, ship or train on which **you** are booked to travel is delayed in leaving **Malta** at its scheduled time of departure on **your** outward journey or on the final part of **your** journey back to **Malta**, we will pay **you**:

- a. the amount shown in the **Schedule** for every 12 hour period **you** are delayed;
- b. **your** unused travel and accommodation expenses which **you** have already paid or contracted to pay and which **you** cannot get back after **you** have been delayed for more than 24 hours on **your** outward journey from **Malta**, **you** choose to abandon **your trip**;

- c. the unused kennel or cattery fees which **you** cannot get back.

B. Missed Departure

We will cover **you** for the extra accommodation (excluding accommodation costs incurred in **Malta**) and travel costs **you** have to pay if **you** arrive at the point of departure too late to board the ship, aircraft or train in which you are booked to travel as a direct result of:

- a. the interruption of scheduled transport service caused by labour or civil disturbances, mechanical breakdown or bad weather;
- b. the vehicle in which **you** are travelling is involved in an **accident** or breaks down.

C. Hijack

We will also pay **you** the amount shown in the **Schedule** for every 24 hours that **you** are restrained in the event of the hijack of the mode of transport on which **you** are travelling.

We will not pay for:

- i. any claim caused by a strike or industrial action that was public knowledge when **you** purchased this **Policy** or **you** booked **your trip**, whichever is the later;
- ii. delay or **abandonment** caused by **your** failure to check in at **your** departure point in time;
- iii. any claim where the carrier has offered reasonable alternative transport.

SECTION 4 – YOUR MONEY, BELONGINGS, TRAVEL DOCUMENTS AND RENTAL VEHICLE EXCESS

We will pay **you**:

- A. for loss of **your personal money** and financial loss arising from any **credit and debit cards** issued in **Malta** to **you** being stolen or **accidentally** lost and subsequently used by someone other than **you** during **your trip**;
- B. Today's cost to replace or repair (less a deduction for wear and tear and depreciation if applicable) **your personal belongings** if during **your trip** these are **accidentally** damaged, lost or stolen;
- C. the cost to purchase essential items if **your** luggage is temporarily lost on the outward journey and **you** are without it for more than 12 hours;
- D. reasonable and necessary extra travel, accommodation and communication expenses in order to obtain temporary or replacement travel documents if such are **accidentally** damaged, lost or stolen whilst **you** are abroad;
- E. for the rental vehicle policy excess or the cost of repairing the vehicle, whichever is the

lower, if **you** are involved in an **accident** with a rented vehicle or if such vehicle is stolen during **your trip**.

We will not pay for:

- i. any loss or theft which **you** do not report to the police and obtain a written report from them within 24 hours of discovery; where it is not possible to obtain a police report, **you** must provide other independent proof of **your** loss such as a letter from **your** transport company or hotel;
- ii. any loss as a result of a delay, detention or confiscation by customs or other officials;
- iii. loss or theft of **personal money** or travel documents not carried on **you** or in **your** attended hand luggage whilst **you** are travelling;
- iv. loss of or damage to or theft of **personal belongings** which **you** have left **unattended** unless they are in a locked room or in a safe;
- v. loss of or damage to or theft of **personal belongings** which **you** have left **unattended** unless there is evidence of forcible and violent entry in a locked boot of a locked vehicle;
- vi. shortages due to a mistake or loss due to a change in exchange rates;
- vii. loss or theft of travellers cheques if **you** have not complied with the issuer's conditions or where the issuer provides a replacement service;
- viii. damage to suitcases unless they are no longer usable;
- ix. household goods or anything shipped as freight or under a bill of lading;
- x. cracking, scratching or breaking of glass (other than lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile articles and any other loss caused by any breakage;
- xi. loss of or damage to or theft of contact or corneal lenses, hearing aids, dental or other medical fittings including artificial limbs;
- xii. loss of or damage to or theft of items used in connection with **your** job, occupation or business;
- xiii. loss of or damage to or theft of **personal money** and **valuables** **you** are not carrying with **you** or on **you** or in your attended luggage unless **you** have kept them in a safe or a safety deposit box. Absence of submitting proof of owning the lost / stolen money may prejudice your claim.
- xiv. loss of or damage to or theft of **electronic equipment** **you** are not carrying with **you** or on **you** unless **you** have kept them in a safe or a safety deposit box or locked accommodation;
- xv. musical instruments not kept in locked hard-shelled cases;
- xvi. perishable goods, bottles or cartons or any other loss caused by their breakage.

SECTION 5 – YOUR LIABILITY TO OTHERS

We will cover **you** against **your** legal liability for damages, claimant's costs and expenses arising from an **accident** during **your trip** if anyone is **accidentally** injured, falls ill or dies or property is **accidentally** lost or damaged.

We will pay **your** defense costs and expenses if **we** agree to do so in advance.

In the event of **your** death, **we** will also cover **your** legal personal representatives in respect of **your** liability 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 pay for or cover any liability arising from:

- i. any fines, penalties, punitive or exemplary damages;
- ii. someone being injured or falling ill or dying while they are working for you or being employed by **you**;
- iii. death of or injury to people who are members of **your** household or who are **close relative(s)** or **your travelling companion**;
- iv. loss of or damage to property which belongs to **you** or is in **your** care or which belongs or is in the care of members of **your** household or **your close relative(s)** or **your travelling companion**;
- v. the carrying out of contracts of the sale or supply of goods or services or **your** doing **your** job, occupation or business;
- vi. **your** owning or occupying any land or building or **your** occupation of temporary holiday accommodation.

SECTION 6 – PERSONAL ACCIDENT

We will cover **you** for **accidental bodily injury during your trip** which directly results in **you**:

- a. death;
- b. **loss of limb** (one or more) and/or the **total loss of sight** in one or both eyes;
- c. **permanent total disablement** after 104 weeks unless compensation has already been paid to **you** under (b) above.

We will not pay for any claim:

- i. for sickness, disease, nervous shock or naturally occurring condition or degenerative process;
- ii. arising from **your** disappearance because **your** body has not been found within 12 months of its disappearance unless **we** are satisfied that **you** had sustained **accidental bodily injury** resulting in **your** death and the person to whom payment will be made agrees in writing to refund to **us** the amount paid if **you** are found to be living.

GENERAL EXCLUSIONS

In addition to the specific exclusions and exceptions under each Section of this **Policy**, **we** will not pay for any of the following or anything arising therefrom:

- i. the **excess(es)** shown in the **Schedule**;
- ii. costs, expenses or fees for preparing any claim **you** make under this **Policy**;

- iii. for a medical condition if any **insured person** has travelled against the advice of a **Medical Practitioner** or would be travelling against the advice of a **Medical Practitioner** if they had taken such advice;
- iv. for a medical condition for which **you** were planning to obtain medical treatment during **your trip**;
- v. if **you** were receiving or awaiting medical or surgical treatment at the time of purchasing this **Policy**;
- vi. if **you** were suffering from a serious or chronic illness and/or injury which required consultation or treatment during the past 12 months;
- vii. if **you** did not receive or have the recommended inoculations and/or took the recommended medication;
- viii. any anxiety state, depression, mental, nervous or emotional disorder which was diagnosed before **you** purchased this **Policy** or booked **your trip**, whichever is the later;
- ix. pregnancy or childbirth where the expected date of delivery is less than 12 weeks, or 16 weeks in the case of a multiple pregnancy before **your** commencement date of **your trip**;
- x. **your** suicide, attempted suicide, intentional self-injury or deliberate exposure to danger unless in an attempt to save someone's life;
- xi. **your** being under the influence of alcohol, solvents or drugs except drugs prescribed by a **Medical Practitioner** other than for the treatment of drug abuse;
- xii. **your** taking part in any flying or other aerial activities of any kind other than as a fare paying passenger in a fully licensed carrying aircraft;
- xiii. **your** motorcycling as a rider or passenger on a machine in excess of 125cc;
- xiv. **your** motorcycling as a rider or passenger on a machine not in excess of 125cc unless **you** wear a crash helmet and, as a rider, **you** hold a valid driving license for the country in which it is being used;
- xv. **your** involvement in **manual work** of any kind;
- xvi. **your** participation in expeditions or **excluded activities** unless otherwise showed as covered in the **Schedule**;
- xvii. **your** participating as a crew member on a vessel travelling from one country to another;
- xviii. any claim made for unused travel or accommodation arranged by using air miles or similar promotions;
- xix. any claim for refund of any costs for persons not named in this **Policy**;
- xx. any claim for management fees, maintenance costs or exchange fees associated with timeshares or similar arrangements;
- xxi. any claim made because **you** did not enjoy **your trip**;
- xxii. costs and expenses in connection with maintenance services or for which a manufacturer, supplier or service provider is responsible under warranty or contract;
- xxiii. loss or damage which happens gradually or is caused by subsidence, heave or landslip;
- xxiv. loss or damage caused by or resulting from rust, corrosion, wet or dry rot, mould, vermin, insects, fungus, deterioration or wear and tear, movement, settlement or

shrinkage, defect in construction or installation, faulty design, latent defects or poor

- workmanship or the use of faulty materials, depreciation, loss of value, atmospheric or climatic conditions, the action of light, ingress of water, any gradually operating cause, process of cleaning, washing, repair, alteration or restoration;
- xxv. **your** owning or using animals (except domestic animals), firearms, any aircraft of any description including unpowered flight, motorized vehicles, boats or other vessels of any description other than manually propelled watercraft, and any other form of motorized leisure equipment;
- xxvi. 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; loss or damage and liabilities due to or arising from chemical and biological substances not used for peaceful purposes are also excluded;
 - 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;
- xxvii. loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following:
 - a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not);
 - b. 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;
 - c. confiscation or nationalisation 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;
- xxviii.a. personal injury or bodily or loss or damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this General Exclusion xxviii 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**;
- b. the cost or 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**;
- c. fines, penalties, punitive or exemplary damages arising therefrom;
- xxix. a. direct or indirect loss or damage caused by computer viruses or to equipment which fails correctly to recognise data representing a date in such a way that it does not work properly or at all;
- b. legal expenses, legal benefits and/or legal liability arising from computer viruses

or from equipment which fails correctly to recognise data representing a date in such a way that it does not work properly or at all;

- c. for the purposes of this General Exclusion xxix, equipment includes computers and anything else insured by this **Policy** which contains a microchip. Computers include hardware, software, data electronic data processing equipment and other computing and electronic equipment linked to a computer. Microchips include integrated circuits and microcontrollers. Computer viruses include any programme or software which prevents any operating system, computer programme or software working properly or at all.

GENERAL CONDITIONS

1. If before the expiry of the **period of insurance you** are prevented, due to **your bodily injury** or illness, from making **your** intended return journey, the duration of this **Policy** is extended automatically without additional premium for up to a maximum of 30 days. In this event **we** shall continue to pay medical treatment under Section 2 (Emergency Medical and Associated Expenses and Hospital Benefit) of this **Policy** subject to the maximum amount shown in the Benefits and Limits for the **plan** you have selected as specified in the **Schedule**, for this period or such extension of this period as is medically certified as being necessary.
2. **We** will provide cover under this **Policy** only if the material information **you** gave **us** when applying for insurance or when making a claim is true as far as **you** know. To be covered by this **Policy**, **you** must keep to the terms, conditions and **Endorsement(s)** of this **Policy**.
3. **You** must do all that **you** reasonably can to prevent loss or damage to property insured under this **Policy** and to maintain such property in a sound condition.
4. 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:
 - a. notify **us** with full details in writing as soon as possible, within 15 days once **you** return to **Malta**, following the discovery of any loss which may give rise to a claim under this policy. Claims for Cancellation or Curtailment of the **Trip** must be notified to us immediately **you** become aware of any reason why the holiday or journey may be cancelled or curtailed. **You** must also inform us immediately if **you** know of any legal action against **you**. Any letter or document which relates to a claim must be sent to us straight away;
 - b. tell the police immediately about any property which has been lost, stolen or maliciously damaged;
 - c. advise the airline of the loss of or damage to **your** luggage within the time limit set out in their conditions of carriage, obtain a Property Irregularity Report detailing the list of items missing and/or damaged, keep all damaged items, travel tickets and tags as they will be needed to make a claim under this Policy
 - d. tell the issuing authority immediately about any lost or stolen **credit and debit cards**;
 - e. forward **us** immediately and unanswered any writ, summons or other legal

documents served on **you** or **your** family in connection with any claim or legal liability arising from injury or damage;

- f. not discuss, admit, reject or negotiate on any claim with anyone else without **our** written permission.
 - g. all certificates, information and evidence which we may require must be supplied at **your** expense or the expense of **your** legal representative. If **your** claim is for bodily injury or illness, we may request, and will pay for, a medical examination. We may also request, and will pay for, a post mortem examination if **you** die.
5. We may refuse to reimburse you for any expenses for which you cannot provide receipts or bills.
 6.
 - a. Following the settlement of any claim, any salvage becomes **our** property. **You** must not, however, abandon property to **us** but await **our** instructions as to its disposal.
 - b. **We** may take over and conduct in **your** name with complete and exclusive control, the defense or settlement of any claim.
 - c. **We** may at **our** expense and for **our** own benefit start legal action in **your** name to recover compensation from others in respect of any amount paid or payable under this **Policy**.
 - d. For any claim or series of claims arising from one event involving legal liability covered by this **Policy**, **we** may either pay up to the limit shown in the **Schedule** less any amounts previously paid or any lower amount for which **we** can settle **your** claim. Once **we** have made the payment, **we** will have no further liability for **your** claim.
 7. 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** proportionate share of that claim.
 8.
 - 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 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.
 9. If **you** are not entirely satisfied with the protection provided by the **Policy** **you** have purchased from **our** website, **you** have a right to cancel the said **Policy** within 14 days of the date of issue or receipt of the terms and conditions, whichever is the latter provided to **you** and provided **you** would not have lodged a claim under the **Policy**. **We** will refund **you** the **Policy** premium **you** have paid but not the government stamp duty. Notification in writing together with the **Policy Schedule** must be mailed to **us**. The cancellation option is not available if the departure date is within 14 days from date of issue or receipt of the terms and conditions.

OUR 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. We distinguish complaints from queries. Queries are challenges to specific decisions in specific circumstances.

The Company will deal with your complaint

The Company does not look at complaints as unwanted. In fact, they may help the Company to see where its services or procedures may be improved. It is in the parties' interest for the Insured to let the Company know when the Insured feels that the Company has made a mistake or done something which the Insured finds unsatisfactory. Even if the Insured does not think that the particular concern amounts to a complaint the Company would still like to know about it. The Insured will help the Company improve its service further.

How to complain

Step 1 – Contacting the Company

The first step is to talk to a member of the Company's personnel or of the 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 the Insured is concerned about as they will be in the best position to help the Insured promptly and to put things right. If they are not available or the Insured would prefer to approach someone else then address the matter to the manager or senior person responsible. The Company will seek to resolve the problem immediately. If the Company cannot do this then the Company will take a record of the concern and arrange the best way and time for getting back to the Insured. This will normally be within two working days.

Step 2 – Taking the complaint further

If the Insured is still unhappy the next step is to put the complaint in writing, addressing it to the Complaints Officer, setting out the details, explaining what the Insured thinks went wrong and what the Insured feels would put things right. If the Insured is not happy about writing a letter, the Insured can always ask a member of the Company to take notes of the complaint which the Insured will be then asked to sign. The Insured will be provided with a copy for their 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 the Insured 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 the Company will still let the Insured know what action is being taken and will inform the Insured when the Company expects 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 Calceonius 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.