



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

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

MAX PROTECT POLICY

This Policy is 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 in 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.

This Policy is valid for the period of insurance shown in the Schedule and any subsequent period for which you pay and we accept a renewal premium.

Unless both you and we agree otherwise, this contract of insurance is a Maltese one and is governed by and according to Maltese Law and, subject to what is otherwise expressly provided for herein, is subject to the exclusive jurisdiction of the Maltese Courts. The cover provided by this Policy shall apply only to judgements or orders that are delivered by or obtained from a Court in Malta. 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 Malta.

WE ARE ONLY RESPONSIBLE FOR REASONABLE COSTS AND EXPENSES INCURRED WITH OUR PRIOR APPROVAL EXCEPT IN CASE OF AN EMERGENCY.

The insurance cover and benefits available under this Policy are not transferable to any other party.



ETIENNE SCIBERRAS
PRESIDENT &
CHIEF EXECUTIVE OFFICER



OLIVIA DARMANIN
CHIEF OFFICER - TECHNICAL

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DEFINITIONS

For the purpose/s of all Sections, 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:

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**.

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

Period of insurance means the period as stated in the **Schedule** and any subsequent period for which the company may accept payment for the renewal of the **Policy**.

Policy means this booklet, the **Schedule** and any **Endorsement(s)** all of which are to be read together as one document.

Policy holder means the legal person that subscribes to the contract.

Pre-existing disease means any physical defect, infirmity or medical condition which is already present at time the **policy** is taken out.

Schedule means the document attaching to this **Policy** 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 **Endorsement(s)**.

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

You or **Your** or **Yourself** means the Insured person/s described in the **Schedule**. These may include the husband or wife of the Insured, or the Insured's partner who permanently lives at the same address as the Insured and shares financial responsibilities (not including business partners or associates) or members of the Insured's family permanently residing with the Insured and no other.

SECTION 1 – FUNERAL AND BURIAL COVERAGE

STANDARD COVER

For the purpose(s) of this Section, 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:

Insured person(s) is(are) the person(s) named in the **Schedule**, to be covered by this insurance

Beneficiary is the person to benefit from the **policy**. In absence of a beneficiary the heir(s) will be the resulting beneficiary (ies).

Provider is the service **Provider** appointed by **us** and authorised to act on **our** behalf

In respect of coverage(s) hereunder, **we will pay you** up to the limit(s) specified in the **Schedule**. Upon death of the insured, the family will request the services to be rendered and the **Provider** shall carry out the coordination, organisation and management of the necessary proceedings for the funeral and burial in **Malta**.

Repatriation

The **Provider** shall organise, coordinate and deal with all the transport proceedings required, including the repatriation of the mortal remains to **Malta** if death occurs during a trip out of **Malta**. The choice of transport used for the transfer rests with the **Provider**.

We will ALSO pay you, up to the agreed limit/s, as specified in the **Schedule**, for the following:

1. Preparation of the body
2. Embalming service
3. Dressing, cosmetology and other care services of the deceased
4. Provision of the grave clothes and shrouds
5. Coffin/casket
6. Use of visiting rooms for a maximum of 3 days (vigil room)
7. Transfer of the body by carriage to the church and/or cemetery
8. Funeral service
9. Hearse and taxis for people attending funeral
10. Preparation of Death Certificate and/or any other documentation
11. Notification of Death in local Newspaper
12. Prayer cards or memorial folders
13. Flowers

Also subject to the agreed limit/s, the **Provider** shall organise, coordinate and deal with the provision of burial related assistance services, directly or through its network of independent **Providers**, including:

1. Assistance in obtaining authorisation of grave, if not owned
2. Church and burial service
3. The incineration/cremation at a crematorium of **our** choice, if such service is selected by the family

If, for any reason, the mortal remains are retained by the Authorities, **we** will pay the sum insured without organising, coordinating and dealing with any of the services.

Optional Extension

If this cover is opted for and marked accordingly in the **Schedule**, reference to **Malta** under Repatriation in this Section shall be deemed to be the location indicated in the **Schedule**. In this particular case the company will pay the sum insured without organising, coordinating and dealing with any services mentioned above as a-m.

Request for services

The death of the insured person shall be reported to the **Provider** as soon as possible via phone to **our** Call Centre (24 hour service),

The beneficiary may be required to comply with the following;

1. Supply the **Provider**, in writing if necessary, any information it may require, regarding the circumstances of death
2. Authorise professionals to supply the **Provider** all necessary information regarding the death of the insured person
3. Authorise the **Provider** or a member of the **Provider's** network of independent **Providers** to render the services
4. In case the death occurs abroad, the **beneficiary** shall inform the Company as soon as possible by calling for assistance abroad.
5. Any other request **we** or the **Provider** may put forward as necessary to provide the service.

HOW TO CONTACT US FOR ASSISTANCE

Contact should be made on the Telephone line(s) mentioned in the **Schedule**, on a 24 hours a day basis, in order to obtain assistance in **Malta** or abroad.

The following information will be required upon contact being made:

1. Full name of the insured person
2. I.D. card No or other reference of the insured person
3. I.D. card No or other reference of the person making the call
4. **Policy** No/Insurance contract No
5. Location where the services are required

FUNERAL AND BURIAL EXCLUSIONS

We will not pay;

1. for any part of the total cost of claim exceeding the limit specified in the **Schedule**.
2. for any services arranged without **our** authorisation
3. for payment/s without prior consent of the **Provider**
4. when the essential information relating to the **Insured Person** failed to be true or the **Provider** is misinformed making it impossible for **us** or the **Provider** to attend to the matter correctly.

SECTION 2 – PERSONAL ACCIDENT

STANDARD COVER

For the purpose(s) of this Section, 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 shall mean bodily injury caused by external, violent and visible means which shall directly and independently of any other cause result in death or Disability or Medical Expenses within 12 months from the date of the **accident** by which injury was caused.

Loss of sight shall mean total loss of sight of any eye which has lasted 3 months of the insured's person's lifetime and is at the end of that period beyond hope of improvement.

Loss of limb shall mean loss by physical separation of a hand at or above the wrists or of a foot at or above the ankle which the insured person has survived for at least a month.

Permanent total disability shall mean a disability which permanently, completely and continuously prevents the insured person from attending to business or occupation of any and every kind and which having lasted 104 weeks of the insured person's lifetime is at the end of that period beyond hope of improvement.

Permanent partial disability shall mean a permanent disability which is partial as indicated in the Schedule of benefits.

Temporary total disability shall mean a disability which completely and continuously prevents the insured person from attending to his usual occupation

Salary shall mean the total remuneration paid to the insured person during the 12 months immediately preceding the happening of the **accident**

Travelling shall mean travelling on the Insured's business outside **Malta**

We will pay you, up to the limit/s specified in the **Schedule**, if **you** suffer bodily injury resulting solely and directly from **accident** caused by external, violent and visible means which shall directly and independently of any other cause result in Death or Disability or Medical Expenses according to the scale of compensation.

This Section shall cease to be in force immediately after the occurrence of any **accident** resulting in such insured person's **loss of sight** or **loss of limbs** or **permanent total disability**.

Compensation for the consequences of the same **accident** will not be paid under more than one item of the benefits in the **Schedule**, except for medical expenses. If **you** have already received payment for a benefit and **you** subsequently qualify for a higher benefit the difference between the two benefits will be paid, always subject to the maximum benefit noted in the **Schedule**.

Weekly compensation will not be paid for more than 104 weeks in all respect of one or more **accidents**. Weekly compensation will be paid when the total amount thereof has been agreed or if requested by **you**, at the end of each period of 4 consecutive weeks' disability.

Compensation will not be paid under 'medical expenses' in respect of;

1. Expenses directly or indirectly consequent upon any physical defect, infirmity or medical condition for which medical advice or treatment has been received within 12 months immediately preceding an Insured person's effective date of cover
2. Dental or optical expenses unless incurred as a result of bodily injury

PERSONAL ACCIDENT EXCLUSIONS

We will not pay for;

1. Bodily injury sustained whilst or as a consequence of engaging in military, naval or air service or operations, motor cycling (unless these are motorcycles with an engine capacity of less than 125cc), hunting, winter sports, mountaineering or rock-climbing (necessitating the use of ropes and guides), potholing, skin diving, riding or driving in any kind of race or endurance test (or practice therefore) or aviation (other than as a fare-paying passenger in a fully licensed passenger carrying aircraft)
2. Any **temporary total disability** benefits when **you** are not in full time employment.

SECTION 3 – TRAVEL ANNUAL COVER

OPTIONAL COVER - 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 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 by attending a hospital abroad in excess of 48 hours as an in-patient.

Bodily injury means 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.

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 (i) engaging in professional sports of any kind, rock-climbing or mountaineering which requires the use of ropes or guides, potholing, parachuting, hand-gliding, coastering 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).

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.

Home means your permanent private residential address in Malta.

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 Condition means any disease, illness or injury.

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

Pandemic means a widespread outbreak of a human infectious disease, i.e. a human-to-human spread of a virus into at least three countries on two different continents.

Personal Money means cash, travellers' and other cheques, postal and money orders, non-refundable pre-paid tickets, travel tickets, hotel vouchers, event and entertainment tickets, phone cards and credit/ debit or charge cards all held for private purposes.

Personal belongings means luggage, clothing, personal effects, valuables, electronic equipment, sports equipment, musical instruments and other items which you normally wear or carry with you during the trip. All such items must either belong to you or be your legal responsibility. Personal belongings includes articles purchased during the trip but excludes personal money.

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

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).
- Secure Luggage Area means any of the following, as and where appropriate:
 - a locked dashboard, boot or luggage compartment of a motor vehicle;
 - the locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats;
 - the fixed storage units of a locked motorised or towed caravan; or
 - a locked luggage box, attached to a roof rack which is itself attached to the vehicle roof.

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.

Travel Destination means the geographical area defined in the schedule. Cover under this Policy applies only to travel within the geographical area noted in the schedule.

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 items of gold, platinum, silver or other precious metals or stones, jewellery, watches, antiques (not including furniture), pictures and other works of art, coins and medals, furs, binoculars, telescopes, and electronic equipment.

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

SECTION 3A - CANCELLATION AND ABANDONMENT

We will pay **you** up to the limit shown in **your Policy schedule** for:

- a. any unused travel and accommodation expenses that **you** have already paid or contracted to pay and which **you** cannot get back including prepaid car hire, excursions, tours or activities, kennel and cattery fees, if **you** have to necessarily and unavoidably cancel before **you** commence **your trip**;
- b. the value of that portion of **your** travel and accommodation arrangement paid for before **your trip** commenced and which **you** were unable to use and any reasonable extra travel cost incurred, including prepaid car hire, excursions, tours or activities, kennel and cattery fees, if **you** have to necessarily and unavoidably **abandon** or curtail **your trip** and return **home** earlier than planned;
- c. reasonable extra travel and accommodation costs incurred and any extra kennel and cattery fees incurred in **Malta**, if **you** have to necessarily and unavoidably lengthen **your trip**.

due to:

- i. **you** or **your travelling companion**, **your close relative** or **your close business partner/s** or **associate/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 local authorities;
- 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, theft or vandalism at either of the premises;
- vi. **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** and **your** authorised

leave is withdrawn or cancelled and such withdrawal or cancellation could not have been reasonably expected at the time of purchasing this **Policy**;

- vii. the **trip** is unavoidably cancelled as a result of the departure from **Malta** being delayed for at least 24 hours;
- viii. **your trip** is unavoidably cancelled due to an avalanche, earthquake, volcanic eruption, tsunami, explosion, fire, landslide, storm or flood that renders the accommodation **you** are staying in abroad uninhabitable;
- ix. adverse weather conditions that cause the complete cessation of services of **your** cruise liner for at least 48 consecutive hours;
- x. additional expenses incurred following the accommodation in which **you** are staying is declared as unsafe by the authorities.
- xi. **your trip** by air or sea is cancelled due to extreme weather conditions, natural catastrophes or labour strikes provided that such cancellation could not have been reasonably 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 **your** 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;

SECTION 3B - 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 and nursing fees and charges incurred;
 - b. emergency dental treatment for the immediate relief of pain (to natural teeth only) incurred outside **Malta**;
 - 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 transport (economy class) and accommodation expenses up to the standard of **your** original booking 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.

Specific Condition to this Section:

In the event of **your Bodily Injury** or illness **we** reserve the right to relocate **you** from one hospital to another and arrange for **your** repatriation to **Malta** at any time during the **trip**. **We** will do this if in the opinion of the **Medical Practitioner** in attendance or World-Wide Assistance, **you** can be moved safely and/or travel safely to **Malta** to continue treatment.

SECTION 3C -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 8 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;
- d. any additional accommodation costs **you** may incur following the delay.

B. Missed Departure

We will cover **you** for:

1. the extra travel costs (economy class only) and flight change fees, and the extra accommodation cost (excluding accommodation costs incurred in **Malta**), **you** have to pay, if in order to continue **your trip 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 mechanical breakdown, labour or civil disturbances, extreme weather conditions or natural catastrophes, provided that such cancellation could not reasonably have been expected at the time of purchasing this **Policy**;
 - or
 - b. the vehicle in which **you** are travelling is involved in an **accident** or breaks down;
 - or
 - c. delay to a connecting scheduled flight in excess of one hour;

2. reimbursement for flight change fees if due to an **accident** or breakdown occurring ahead of **you** on a motorway or dual carriage way cause an unexpected delay to the vehicle in which **you** are travelling;
3. reimbursement of flight change fees if **you** are denied boarding the flight **you** are booked to travel on, due to overbooking of passengers.

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.

Specific conditions to this Section:

1. **You** must check in according to the itinerary supplied to **you**.
2. **We** will work out the length of the delay from the date and time **You** should have arrived at **Your** final destination up to the actual time of arrival at **Your** final destination. **You** must obtain confirmation from the carriers (or their handling agents) in writing of the number of hours of delay and the reason for the delay.

SECTION 3D - 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 repair or replace (less an appropriate 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 8 hours, provided written confirmation issued by the carrier is obtained and sent to **us**, confirming the number of hours the luggage was delayed. If the loss is permanent the amount paid will be deducted from the final amount to be paid under this section;
- 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 **secure luggage area**;
- 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 unless caused by fire, theft or **accident** to the sea vessel, aircraft, train or vehicle in which they are being carried;
- 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 3E -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, exemplary, aggravated, liquidated damages or compensatory 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;
- 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;
- 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;
- vii. liability which has been assumed by **you** under agreement unless the liability would have attached in the absence of such agreement.

STANDARD EXTENSION

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.

OPTIONAL EXTENSIONS

1. Winter Sports Extension

If **you** have paid the appropriate additional premium and 'Winter Sports Extension' is shown as 'yes' in the **Schedule**, it is hereby declared and agreed that notwithstanding exclusion xv. under the General Exclusions section, the **Policy** is extended to cover the following winter sports activities:

- ski-racing
- ski-jumping
- ski-boarding
- ice hockey
- use of bob sleighs or skeletons.

2. COVID-19 Extension

If **you** have paid the appropriate additional premium per **insured person** per **trip**, and 'COVID-19 Extension' is shown as 'yes' in the **Schedule** it is hereby declared and agreed that notwithstanding exclusion xxiii. 'General Exclusion for Pandemics' under the General Exclusions section, the **Policy** is extended as follows:

Section 1 – Cancellation and Abandonment

Cover under this Section is extended to include:

- A. 1. Cancellation expenses if **you** or **your travelling companion** or **your close relative(s)** or persons hosting the **insured persons**, die, fall ill, must quarantine or is forced to self-isolate due to **COVID-19**. Cover is applicable subject to any of the above persons having a positive **COVID-19** test result confirmed within 14 days of the departure date of the **insured persons** from **Malta**.
2. Cancellation expenses if **you** or **your travelling companion** are denied departure from **Malta** because **you** are showing symptoms for **COVID-19**, subject to:
- i. **Your** transport or accommodation provider not reimbursing **you** or offering alternative dates; and
 - ii. Written evidence from **your** transport provider that **you** or **your travelling companion** have been denied boarding due to potential **COVID-19** infection; and
 - iii. A positive **COVID-19** test result being confirmed within the 24 hours after being denied boarding or not permitted to continue the **trip**, at **your** expense.
- B. 1. Reasonable additional charges for accommodation and additional travel expenses if any of the **insured persons** are hospitalised, forced to self-isolate or confined to their accommodation in quarantine and the **trip** has to be **abandoned**.
2. Reasonable additional charges for accommodation and additional travel expenses which are necessary to get **you home**, if **you** are unable to use **your** return ticket, following denial of boarding at departure or not being permitted to continue the **trip** due to the **insured persons** testing positive or showing symptoms for **COVID-19**, subject to:
- i. **Your** transport or accommodation provider not reimbursing **you** or offering alternative dates; and
 - ii. Written evidence from **your** transport provider that **you** or **your travelling companion** have been denied boarding due to potential **COVID-19** infection; and
 - iii. A positive **COVID-19** test result, taken at **your** expense, being confirmed within the 24 hours after being denied boarding or not permitted to continue the **trip**.

Section 2 – Emergency Medical and Associated Expenses and Hospital Benefit

Cover under this Section is extended to include:

- a. any emergency medical expenses (including rescue services to take **you** to the hospital) incurred due to **COVID-19**. Such cover will also be extended for the Hospital Benefit during the in-patient stay due to **COVID-19**;
- b. The cost of returning **your** body to **your home** or the cost of burial or cremation in the country abroad where death occurred.

Cover for **COVID-19** under Section 1 and Section 2 are subject to:

- a. the Section limits stated in **your Policy schedule**; and
- b. cover cannot be purchased when **you** or **your travelling companion** or **your close relative(s)** and persons hosting the **insured persons**, have symptoms, test positive or are waiting for a test result for **COVID-19**.

Furthermore, no cover will apply if the quarantine is the result of any government law or regulation and as a result, **Malta** or the country **you** are visiting is put on lockdown and/or a travel ban is imposed due to **COVID-19** and/or any other declared **pandemic/epidemic**.

In addition, no cover will apply if the entire ship, plane or bus in which **you** are travelling is put under quarantine, unless **you** are **COVID-19** positive.

For the purpose of this cover **COVID-19** shall mean: “the virus officially known as ‘severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)’ and/or any related illness including Coronavirus Disease and/or any mutation or variation of SARS-CoV-2 however caused”.

TRAVEL EXCLUSIONS

In addition to the specific exclusions and exceptions under each sub-section of Section 3 of this **Policy**, we will not pay for any of the following or anything arising therefrom:

- i. any claim made because **you** did not enjoy **your trip**;
- ii. any claim for refund of any costs for persons not named in this **Policy**;

Banned Travel

- iii. **your** travel to a country or specific area or event to which the relevant **Maltese** authorities or the World Health Organisation has advised the public not to travel;

Excluded Activities

- iv. engaging in sports of any kind, whether organised team sport or not, except when this is practised as an amateur. For the purpose of this exclusion, amateur shall mean a person who receives no financial gain from a payment for participation in the sport other than the reimbursement of reasonable travel expenses and other out of pocket expenses;
- v. 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 except scuba diving of less than 15 metres depth if suitably qualified or if supervised by a professional instructor;
- vi. engaging in or practicing for speed or time trial, sprints or racing of any kind (other than on foot), motor rallies and motor competitions;
- vii. engaging in winter sports or the use of dry ski-slopes;
- viii. **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;
- ix. **your** motorcycling as a driver or passenger on a machine in excess of 125cc;
- x. **your** motorcycling as a driver or passenger on a machine not in excess of 125cc unless **you** wear a crash helmet and, as a driver, **you** hold a valid driving license for the country in which it is being used;
- xi. **your** involvement in **manual work** of any kind;
- xii. **your** participation in expeditions or other activities excluded by the **Policy** unless otherwise showed as covered in the **Schedule**;
- xiii. **your** participating as a crew member on a vessel travelling from one country to another;
- xiv. 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.

General Exclusions for Pandemics

- xv. any loss, damage, cost or expense caused by, resulting from, arising out of or related to, either directly or indirectly, or any action taken to hinder, defend against or respond to any **Pandemic** or fear or threat of a **Pandemic**. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, damage, cost or expense, and regardless whether or not there is any declaration of an outbreak of a **Pandemic** by the WHO or any authorised national or international body or legal jurisdiction;

Medical Exclusions

- xvi. 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;
- xvii. for a **medical condition** for which **you** were planning to obtain medical treatment during **your trip**;
- xviii. if **you** were receiving or awaiting medical or surgical treatment at the time of purchasing this **Policy**;
- xix. if **you** were suffering from a serious or chronic illness and/or injury which required consultation or treatment during the past 12 months;
- xx. if **you** did not receive or have the recommended inoculations and/or took the recommended medication;
- xxi. 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;
- xxii. 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**;
- xxiii. **your** suicide, attempted suicide, intentional self-injury or deliberate exposure to danger unless in an attempt to save someone's life;
- xxiv. **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;
- xxv. HIV (Human Immunodeficiency Virus) and/or any HIV-related illness including AIDS and/ or mutant derivatives or variations thereof however caused;

Pairs and Sets

- xxvi. **we** will not pay for any costs of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article, of the same type, colour or design;

Police or Armed Forces

- xxvii. operational duties of a member of the police or armed forces;

Time Share, Schemes and Promotions

- xxviii. compensation for frequent flyer points or similar schemes;
- xxix. any claim made for unused travel or accommodation arranged by using air miles or similar promotions;
- xxx. any claim for management fees, maintenance costs or exchange fees associated with timeshares or similar arrangements;

Unmanned Aerial Vehicle

- xxxi. loss or damage to or liability howsoever arising from and to unmanned aerial vehicles owned by **you** or in **your** care custody and control.

GENERAL EXCLUSIONS

THESE GENERAL EXCLUSIONS APPLY TO ALL SECTIONS OF THE POLICY

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. loss or damage occurring or arising from an even which happens before the **Policy** commences;
- iv. fines, penalties, punitive or exemplary damages;
- v. claim resulting from deception by **you**;
- vi. claim arising from **your** deliberate or malicious acts;
- vii. death derived from participation in criminal acts;
- viii. failure to fulfil any obligations indicated in the **Policy**;
- ix. amount/s exceeding the **Policy** limit;

Asbestos

- x. inhalation and/or ingestion of asbestos or exposure to asbestos or the existence of the harmful nature of asbestos or health hazards associated with asbestos or any allegation or concern in relation thereto. The term asbestos shall include asbestos, asbestos fibres, derivatives of asbestos or any substance or compound containing asbestos of waste comprising of or containing asbestos;

Computers viruses

- xi. 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 xi., equipment includes computers and any thing 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;

Consequential Loss

- xii. consequential loss of any kind;

Deception and confiscation

- xiii. any claim resulting from deception by **you**;
- xiv. **your** own unlawful action or any criminal proceedings against **you**;
- xv. loss or damage as a result of the confiscation, commandeering, nationalisation, seizure, restrain, detention, appropriation, requisition, detention or destruction of or damage to property by order of any government, public or local authority or items held by customs or other officials;

Maintenance, Warranty and Gradually Operating Losses

- xvi. costs and expenses in connection with maintenance services or for which a manufacturer, supplier or service provider is responsible under warranty or contract;
- xvii. loss or damage which happens gradually or is caused by subsidence, heave or landslip;
- xviii. 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, mechanical or electric breakdown;

Medical Exclusions

- xix. death and bodily injury occurring as a consequence of pregnancy or childbirth in the case of any female Insured person except for limitation under the Travel Section exclusion No xxi.;
- xx. death and bodily injury occurring as a consequence of any **pre-existing** physical defect or infirmity;

Suicide Exclusion

- xxi. Death and bodily injury occurring as a consequence of suicide within the first 12 months of the **policy**, intentional self-injury, intoxication or insanity of or the influence of drugs on such Insured Person or wilful exposure to needless risks (except in an attempt to save human life);

Radioactive Contamination

- xxii. any loss, damage, liability or expense directly or indirectly caused by or contributed to 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. any chemical, biological, bio-chemical or electromagnetic weapon;

Nuclear Energy Risks Exclusion

- xxxiii. In no case shall this **policy** cover loss, damage, liability, bodily injury or expenses directly or indirectly caused by or contributed to, by or arising from Nuclear Energy Risks: For all purposes of this **policy** Nuclear energy Risks shall mean:
 - 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.
 - All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:
 1. The generation of nuclear energy; or
 2. The production, Use or Storage of Nuclear Material
 3. 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
 4. The supply of goods and services to any of the sites, described in (I) to (III) 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 of nuclear 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 incidental 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, commercial or industrial purpose.

“Nuclear Installation” means:

- (i) Any nuclear reactor;
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or 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:

- (i) 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:

- (i) the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

“Property” shall mean:

- (i) all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials 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;

Atomic, Biological and Chemical Contamination Exclusion

- xxxiv. It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expenses directly or indirectly arising out of biological or chemical contamination due to any act of terrorism.

For the purpose of this **endorsement** 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 and/or to put the public, or any section of the public, in fear.

For the purpose of this **endorsement** contamination means the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances. If the Company alleges that by reason of this exclusion any loss, damage, cost or expense is not covered by this **policy** the burden of proving the contrary shall be upon the Insured;

Sanction Limitation and Exclusion Clause

- xxxv. 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;

Seepage, Pollution and Contamination

- xxxvi. a. personal injury or bodily injury 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 xxxvi. 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;

Sonic Booms

- xxxvii. any Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;

Terrorism

- xxxviii. loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of 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.

For the purpose of this exclusion, terrorism shall mean 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 or in connection with any organization(s) or government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism are also excluded.

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**. In the event any portion of this exclusion is found to be invalid or enforceable, the remainder shall remain in full force and effect.

Notwithstanding the above, cover for **hijack** under Section 3C – Delayed or Missed Departure and **Hijack** remains in full force and effect;

War or War-like Operations

- xxxix. 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 war like 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.

GENERAL CONDITIONS

THESE GENERAL CONDITIONS APPLY TO ALL SECTIONS OF THE POLICY

A. Identification

This **Policy** including the **Schedule(s)**, **Endorsement(s)**, and proposal form, shall be read together as one contract.

B. Age Limit

Subject to the payment and acceptance of renewal premiums cover for Personal Accident and Travel sections lapses automatically once the insured person reaches age 75 whilst funeral expenses cover remains in force until the time of death.

C. Precautions

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.

D. Disclosure and Observance of Conditions

We will provide cover under this **Policy** only if **you** gave **us** all material information when applying for insurance or when making a claim and if said material information is true to the best of **your** knowledge and belief. To be covered by this **Policy**, **you** must keep to the terms, conditions and **Endorsement(s)** of this **Policy**.

E. Claims Procedure (Your Duties)

Condition applicable to Sections 1 and 2

As soon as **you** become aware of an event or cause that may lead to a claim under Sections 1 and 2 of this **Policy**, **you** or **your** legal representatives must inform **us** immediately and provide **us** at **your** own expense with all the information and help **we** need.

Condition applicable to Section 3

As soon as **you** become aware of an event or cause that may lead to a claim under Section 3 of 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 **trip** 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, carrier or transport company 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.

F. **Claims Procedure (Company's Rights)**

We will handle and settle **your** claim/s in the following manner:

1. in the event of loss as described in the **Schedule**, **we** will settle **your** claim by making a payment.
2. **we** will not pay more than the **limit/s** specified in the **Schedule** for all claims resulting from one incident or **accident**.
3. **we** may take over and conduct in **your** name with complete and exclusive control, the defence or settlement of any claim;
4. **We** may refuse to reimburse **you** for any expenses for which **you** cannot provide receipts or bills.
5. 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.
6. **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**;
7. 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.

G. **Fraud**

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.

H. **Dual Insurance**

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.

This condition does not apply to Section 2 – Personal Accident except for the Medical Expenses covered therein.

I. **Cancellation (Your Rights)**

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 that the **policy** is paid in full and there has been no claims or incident likely to give rise to a claim during the current **period of insurance**, **we** will return a pro-rata refund for the unexpired **period of insurance**, excluding the government duty less any long-term discount on premiums granted. Notification in writing together with the **policy schedule** must be sent to **us**.

J. **Cancellation (Our Rights)**

- (a) **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.
- (b) **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.

K. **Arbitration**

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**.

Using the arbitration procedure does not preclude **you** from appealing against the arbitrator's decision in a court of law.

OUR 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 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 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 Complaints Officer, MAPFRE Middlesea plc, Middle Sea House, Floriana FRN 1442 or via e-mail on compofficer@middlesea.com. **Your** communication should set out the details, explain 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, it shall 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
N/S in Regional Road,
Msida MSD 1920
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.

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.

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