

 **MAPFRE | MIDDLESEA**

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.



JAVIER MORENO GONZALEZ
PRESIDENT &
CHIEF EXECUTIVE OFFICER



OLIVIA DARMANIN
CHIEF OFFICER - TECHNICAL

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 1-13.

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.

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 (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**.

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**.

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**.

We will cover you, during each and every trip and in the duration of each annual policy period, as described in the sections hereunder, up to the limit/s specified in the Schedule.

SECTION 3A - 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:
 1. **you** or **your travelling companion(s)** or **your close relative(s)** is seriously injured, falls seriously ill, is quarantined or dies;
 2. **you** or **your travelling companion(s)** is called for jury service or as a witness in a **Maltese** court of law during the **period of insurance**;
 3. **you** or your **travelling companion(s)** is involuntarily made redundant and registered as unemployed with the local authorities;
 4. **your home** or that of **your travelling companion(s)** 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;
 5. **you** or your **travelling companion(s)** 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;
 6. **you** or **your travelling companion(s)** have your vacation leave withdrawn or cancelled. Provided that, if **you** or **your travelling companion(s)** 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**;
 7. **you** or **your travelling companion(s)** being prevented from travelling because of a **Maltese** Government restriction arising from an epidemic or pandemic;
 8. 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:

1. for redundancy caused by misconduct, resignation or voluntary redundancy or if **you** or **your travelling Companion(s)** knew of the redundancy before this **Policy** was purchased or the **trip** was booked, whichever is the later;
2. if **you** or **your travelling companion(s)** not wanting to travel;
3. arising from **your** or **your travelling Companion(s)** not having the correct passport, visa or other travel or entry documents;
4. for additional travelling expenses if, in advance of **your** trip, a return ticket to **Malta** was not purchased;
5. resulting out of a medical condition which **you**, **your travelling companion(s)** or any other person whose health **your trip** depends on, were aware of, when this **Policy** was purchased or the **trip** was booked;
6. for Cancellation or Abandonment of the trip due to **your** 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.

7. 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 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 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:

1. emergency medical treatment outside **Malta** including rescue services to take **you** to hospital;
2. emergency dental treatment for the immediate relief of pain only;
3. 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;
4. 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;
5. the additional cost of **your** returning **home** if **you** cannot use **your** return ticket to **Malta**;
6. the additional cost if it is medically necessary for **you** to return **home**;
7. 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**:

1. 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;
2. 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:

1. 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**;
2. the cost of in-patient hospital treatment or going **home** early not authorised by **us** in advance;
3. 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;
4. any form of treatment that the attending **Medical Practitioner** and **we** think can reasonably wait until **you** return to **Malta**;
5. cosmetic surgery;
6. medication which at the time **your trip** started **you** knew that **you** would need while **you** were away;
7. any additional costs because **you** have a single or private room;
8. treatment or services provided by a health spa, convalescent or nursing **home** or any rehabilitation centre.
9. 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 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**:

1. the amount shown in the **Schedule** for every 12 hour period **you** are delayed;
2. **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**;
3. 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:

1. the interruption of scheduled transport service caused by labour or civil disturbances, mechanical breakdown or bad weather;
2. 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:

1. 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;
2. delay or **abandonment** caused by **your** failure to check in at **your** departure point in time;
3. any claim where the carrier has offered reasonable alternative transport.

SECTION 3D - YOUR MONEY, BELONGINGS, TRAVEL DOCUMENTS AND RENTAL VEHICLE EXCESS

We will pay **you**:

1. 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**;
2. 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;
3. 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;

4. 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;
5. 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:

1. 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;
2. any loss as a result of a delay, detention or confiscation by customs or other officials;
3. loss or theft of **personal money** or travel documents not carried on **you** or in **your** attended hand luggage whilst **you** are travelling;
4. 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;
5. 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;
6. shortages due to a mistake or loss due to a change in exchange rates;
7. loss or theft of travellers cheques if **you** have not complied with the issuer's conditions or where the issuer provides a replacement service;
8. damage to suitcases unless they are no longer usable;
9. household goods or anything shipped as freight or under a bill of lading;
10. 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;
11. loss of or damage to or theft of contact or corneal lenses, hearing aids, dental or other medical fittings including artificial limbs;
12. loss of or damage to or theft of items used in connection with **your** job, occupation or business;
13. 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.
14. 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;
15. musical instruments not kept in locked hard-shelled cases;
16. 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:

1. any fines, penalties, punitive or exemplary damages;
2. someone being injured or falling ill or dying while they are working for you or being employed by **you**;
3. death of or injury to people who are members of **your** household or who are **close relative(s)** or **your travelling companion(s)**;
4. 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(s)**;
5. the carrying out of contracts of the sale or supply of goods or services or **your** doing **your** job, occupation or business;
6. **your** owning or occupying any land or building or **your** occupation of temporary holiday accommodation.

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:

1. 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;
2. for a medical condition for which **you** were planning to obtain medical treatment during **your trip**;
3. if **you** were receiving or awaiting medical or surgical treatment at the time of purchasing this **Policy**;
4. if **you** were suffering from a serious or chronic illness and/or injury which required consultation or treatment during the past 12 months;
5. if **you** did not receive or have the recommended inoculations and/or took the recommended medication;
6. 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;
7. 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**;
8. **your** suicide, attempted suicide, intentional self-injury or deliberate exposure to danger unless in an attempt to save someone's life;
9. **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;
10. **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;
11. **your** motorcycling as a rider or passenger on a machine in excess of 125cc;
12. **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;
13. **your** involvement in **manual work** of any kind;
14. **your** participation in expeditions or **excluded activities** unless otherwise showed as covered in the **Schedule**;
15. **your** participating as a crew member on a vessel travelling from one country to another;
16. any claim made for unused travel or accommodation arranged by using air miles or similar promotions;
17. any claim for refund of any costs for persons not named in this **Policy**;
18. any claim for management fees, maintenance costs or exchange fees associated with timeshares or similar arrangements;
19. any claim made because **you** did not enjoy **your trip**.

GENERAL EXCLUSIONS

THESE GENERAL EXCLUSIONS APPLY TO ALL SECTIONS OF THE POLICY

The company shall not be liable in respect of:

A. Death and bodily injury occurring as a consequence of;

1. 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)
2. pregnancy or childbirth in the case of any female Insured person except for limitation under the Travel Section exclusion No vii.
3. any **pre-existing** physical defect or infirmity

B. Nuclear Energy Risks

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 any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons. “Production, Use or Storage of Nuclear Material” means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material. “Property” shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all 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.

C. Clarification agreement for property damage with regard to cyber risks

Property damage covered under this **policy** shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular by detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

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

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

D. Atomic, Biological and Chemical Contamination

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.

E. Terrorism

Notwithstanding any provision to the contrary within this insurance or any **endorsement** thereby it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 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.

This **endorsement** also excludes 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.

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

F. costs and expenses in connection with maintenance services or for which a manufacturer, supplier or service **Provider** is responsible under warranty or contract;

G. loss or damage which happens gradually or is caused by subsidence, heave or landslip;

H. 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;

I. **your** owning or using animals (except domestic animals), firearms, any aircraft of any description including unpowered flight, motorized vehicles unless these are motorcycles with an engine capacity of less than 125cc, boats or other vessels of any description other than manually propelled watercraft, and any other form of motorized leisure equipment;

J. loss, damage liability or expense directly or indirectly caused by or contributed to by or arising from Radioactive contamination as follows:

1. 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;
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
3. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
4. pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds;

K. loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following:

1. war with or without prior declaration, any conflicts or international interventions using force or redress, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not);
2. civil war, civil disturbance, riot, strike, mutiny, 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;
3. 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;

L.

1. 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 L shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction

of tangible property or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the **period of insurance**;

2. the cost of removing, nullifying or cleaning up, seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the **period of insurance**;
3. fines, penalties, punitive or exemplary damages arising therefrom;

M. **excess(es)** as shown in the **Schedule**;

N. costs, expenses or fees for preparing any claim **you** make under this **Policy**;

O. loss or damage occurring or arising from an event which happens before this **Policy** commences;

P. fines, penalties, punitive or exemplary damages;

Q. claim resulting from deception by **you**;

R. claim arising from **your** deliberate or malicious acts

S. death derived from participation in criminal acts

T. failure to fulfil any obligations indicated in the document

U. amount/s exceeding the **Policy** limit

V. 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 that insurer 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.

GENERAL CONDITIONS

THESE GENERAL CONDITIONS APPLY TO ALL SECTIONS OF THE POLICY

A. 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.

B. **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**.

C. 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 inform **us** immediately and provide **us** at **your** own expense with all the information and help **we** need.

D. **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 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**;
5. 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;

E. 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.

F. 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.

G. **You** may cancel this **Policy** at any time during its term. Any refund of premium will be worked out from the date **we** receive **your** cancellation instructions. Provided no claim or loss has arisen in the current **period of insurance**, **we** will return part of the premium after applying our cancellation rates indicated on our website or available on request for the period the **Policy** has been in force.

H. **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.

I. 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 the Company

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 the Complaints Officer, MAPFRE Middlesea plc, Middle Sea House, Floriana FRN 1442 or via email on compofficer@middlesea.com, Your communication should set out the details, explaining what you think went wrong and what you feel would put things right. If you are not happy about writing it, you can always ask a member of our staff to take note 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.