

Middlesea Travel

Policy



Middlesea Insurance p.l.c.

TRAVEL INSURANCE POLICY

This **Policy** and **Schedule** together are evidence of the contract between **you** and Middlesea Insurance p.l.c. based on the information given to **us** and the declaration **you** have made on the proposal form. In return for receiving and accepting the premium, **we** will provide insurance in accordance with the terms and conditions of this **Policy** for the Benefits up to the Limits for the Plan and the Area **you** have selected as specified in the **Schedule**.

You should read these documents and check them carefully to ensure they provide **you** with the cover **you** require. Please take them with **you** when **you** travel. It is important that **you** should advise **us** immediately whenever any changes occur that affect what **you** have told **us**.

Unless both **you** and **we** agree otherwise, this contract shall be subject to **Maltese** Law and to the exclusive jurisdiction of the **Maltese** Courts.

The version of this contract of insurance in the **Maltese** language has been supplied for **your** convenience. This contract of insurance shall in no case be interpreted by reference to that version and should there be a conflict of meaning between the English text and the **Maltese** version or any doubt whatsoever the English text shall prevail and be applied to the exclusion of the **Maltese** version. Any **endorsements** to the **Policy** will be issued in the English language only.

This **Policy** applies only to persons resident in the **Maltese** Islands who are undertaking conventional non-working holidays or business **trips** where no manual work is undertaken.

You should advise **us** if **you** intend to include a planned sporting holiday during **your** trip.

POLZA TA' ASSIGURAZZJONI TAL-IVVJAGĠAR

Din il-**Polza** u l-**Iskeda** mehudin flimkien huma xhieda tal-kuntratt **bejnek** u l-Middlesea Insurance p.l.c. ibbażat fuq l-informazzjoni li nghatat **lilna** u d-dikjarazzjoni li **int** għamilt fuq il-formola tal-proposta. Wara li nirċievu u naċċettaw il-primjum, **aħna** nagħtuk assigurazzjoni skond it-termini u kondizzjonijiet ta' din il-**Polza** għall-Beneficcji sal-Limiti għall-Pjan u z-Zona li **int** għażilt kif muri fl-**Iskeda**. **Int** għandek taqra dawn id-dokumenti u tiċċekkjahom b'attenzjoni biex tiżgura li **jagħtuk** il-kopertura li **int** tehtieg. Jekk jogħġbok hudhom **miegħek** meta **int** issiefer. Hu importanti li **int** tavza **lilna** immedjatament kull meta jsiru xi bidliet li jolqtu dak li **int** għedt **lilna**.

Sakemm sew **int** u sew **aħna** ma niftehmux mod iehor, dan il-kuntratt għandu jkun suġġett għall-Liġijiet ta' **Malta** u għall-guriżdizzjoni esklussiva tal-Qrati **Maltin**.

Il-verżjoni bil-Malti ta' dan il-kuntratt inghatatlek għall-konvenjenza **tiegħek**. Dan il-kuntratt b'ebda mod m'għandu jkun interpretat b'referenza għal din il-verżjoni u jekk ikun hemm konflitt ta' tifsir bejn it-test Ingliż u l-verżjoni bil-Malti jew ikun hemm xi dubju, ikun xi jkun, għandu jirbaħ it-test Ingliż u għandu jkun applikat bl-esklużjoni tal-verżjoni bil-Malti. Kull **endorsement** għal ma' din il-**Polza** jinhareġ bl-Ingliż biss.

Din il-**Polza** tapplika biss għal persuni residenti fil-Gżejjer **Maltin** li jkunu qed jieħdu vaganza konvenzjonali mhux għal xogħol jew vjaġġi għal negozju li fihom ma jsirx xogħol manwali.

Int għandek tavzana jekk **int** bihsiebek tinkludi vaganza sportiva ppjanata tul il-vjaġġ **tiegħek**.

J.F.X. ZAHRA
CHAIRMAN

R.E.D. CHALMERS
DEPUTY CHAIRMAN

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" 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.

"Doctor" means a registered practising member of the medical profession not related to **you** or to anyone with whom **you** are travelling.

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

"Excess" means the first part of any claim which **you** have to 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, organised team football, or sub aqua diving; (ii) motor-cycling, whether as driver or passenger, on machines exceeding 125cc or engaging in or practising 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, snow-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.

"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, the **period of insurance** starts from the date of issue of the **Policy**.

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

"Pre-paid holiday accommodation" means commercially operated premises where a fee is charged which has been booked and paid prior to the commencement of **your** trip. This does not include residential homes belonging to **your** family or friends.

"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**, 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 Budget, 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-booked holiday accommodation" means commercially operated premises where a fee is charged and which has been booked prior to the commencement of **your trip**. This does not include residential homes belonging to **your** family or friends.

"Schedule" means the document containing **your** name and address, the period of insurance, the sections of this **policy** which apply, the premium **you** have to pay, the amounts for which **you** are covered and details of any extensions or **endorsements**.

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

"Travelling Companion" means a person with whom **you** travel and without whom **you** cannot make or continue **your trip**.

"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 90 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.

"Unfurnished" means **your home** is not sufficiently furnished for normal living purposes.

"Unoccupied" means not lived in by **you** or any other person with **your** permission.

"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 Middlesea Insurance p.l.c..

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

HEALTH WARRANTY

Important Note: If you cannot guarantee any of the statements listed under the following Health Warranty, you must advise us immediately. If you fail to notify us, you will not be covered for any resultant claim relating to the medical condition/s referred to in the statements under the Health Warranty.

1. It is important, as it may affect **your** cover, that **you** should tell **us** at the time of purchasing or renewing **your policy** or when booking a **trip** (whichever is later), if **you** or any **insured person**:
 - i) Have received advice, medication or treatment for any serious chronic or recurring illness, injury or disease in the last 12 months.
 - ii) Are under investigation or awaiting the results of any diagnosed or undiagnosed medical condition.
 - iii) Are on a waiting list for, or are aware of the need for, in-patient treatment for any diagnosed or undiagnosed medical condition.
 - iv) Are travelling against **your doctor's** advice.
 - v) Have received a terminal prognosis.
2. If, between the booking and commencement dates of **your trip** or the renewal date (whichever the sooner), **you** receive medical advice for a potentially serious illness or injury, **your policy** will cover **you** for cancellation of **your trip**. In the event, however, of **your** still wishing to travel, **we** will advise **you** if **you** will be covered for emergency medical and associated expenses, hospital benefit or abandonment claims relating to such condition.
3. If, between the booking and commencement dates of **your trip** or the renewal date (whichever the sooner), anyone upon whose good health **your trip** depends, such as a **close relative, your travelling companion or close business associate**, receives medical advice for a potentially serious illness or injury, **your policy** will cover **you** for cancellation of **your trip**. In the event, however, of **your** still wishing to travel, **we** will advise **you** if **you** will be covered for abandonment claims relating to such condition.

WORLD-WIDE EMERGENCY ASSISTANCE

In the event of a claim under Section 2, 3, and 7 **you** may contact **our** correspondent on the number stated in the **Schedule**.

SECTION 1 - CANCELLATION & ABANDONMENT

We will cover you for:

1. deposits **you** have paid for **your** trip and cannot get back,
2. **your** unused travel and accommodation charges which **you** have paid or contracted to pay and cannot get back,
3. unused kennel or cattery fees which **you** have paid or contracted to pay and cannot get back,
4. the cost of additional accommodation charges incurred in **you** having to return **home** early,
5. the cost of additional travel expenses for **you** to return home early if **you** cannot use **your** return ticket;

If, after the date of purchasing **your policy** or booking a trip (whichever occurs later), **you** unavoidably have to cancel or **abandon your trip** for one of the following reasons:

a) One of the following people is seriously injured, falls seriously ill, is quarantined or dies:

- i) **You**,
- ii) **Your travelling companion**,
- iii) Any person with whom **you** were going to stay,
- iv) Any of **your close relatives** or those of **your travelling companion**,
- v) Any of **your close business associates** or those of **your travelling companion**.

b) **You** or **your travelling companion** being required for jury service or as a witness in a **Maltese** court of law during the period of insurance.

c) If **you** or **your travelling companion** are involuntarily made redundant and registered as unemployed with the Employment and Training Corporation.

d) **You** or **your travelling companion's home** is made unfit to live in by fire, explosion, subsidence, storm, flooding or impact by aircraft which happen after **you** have purchased **your policy** or booked **your trip** (whichever the later).

We will not cover:

a) The first amount shown in the **Schedule** of each **insured person's** claim.

b) Any claim for a medical condition if any **insured person** has travelled against the advice of a **doctor** or would be travelling against the advice of a **doctor** if they had taken such advice.

c) Any claim for a medical condition for which **you** were planning to obtain medical treatment during **your trip**.

d) Any claim arising from:

i) any anxiety state, depression, mental, nervous or emotional disorder which was diagnosed before **you** purchased **your policy** or booked **your trip** (whichever the later).

ii) pregnancy or childbirth where the expected date of delivery is less than 12 weeks (16 weeks in the case of a multiple pregnancy) before the commencement date of **your trip**.

iii) **your** taking part in any flying or other aerial activities of any kind other than as a fare paying passenger in a fully licensed passenger carrying aircraft.

iv) **your** motorcycling as a rider or passenger on a machine over 125cc.

v) **your** motorcycling as a rider or passenger on a machine 125cc or under unless **you** wear a crash helmet and, as a rider, **you** hold a valid motorcycle licence for the country in which it is being used.

vi) any involvement in manual work of any kind.

vii) participation in any **excluded activity/ties** unless otherwise shown as covered in **your policy schedule**.

viii) participating in expeditions.

ix) participating as a crew member on a vessel travelling from one country to another.

e) **You or your travelling companion** being required by the police to stay at **home** or at **your** place of work as a result of a burglary at either premises.

f) **You or your travelling companion** being prevented from travelling because of a **Maltese** Government restriction arising from an epidemic or pandemic.

g) The journey is unavoidably cancelled as a result of the departure from **Malta** being delayed for at least 24 hours.

e) Any claim for redundancy caused by misconduct, resignation or voluntary redundancy or if **you or your travelling companion** knew of the redundancy before **you** purchased **your policy** or booked **your trip** (whichever the later).

f) Any claim made because **you or your travelling companion** are disinclined to travel.

g) Any claim made for unused travel or accommodation arranged by using Air Miles or similar promotions.

h) Any claim for refund of any costs for persons not named in this **policy**.

i) Any claim for management fees, maintenance costs or exchange fees associated with timeshares or similar arrangements.

j) Any claim arising from **your** not having the correct passport, visa or other entry documents.

k) Any claim made because **you** did not enjoy **your trip**.

l) Any claim not authorised by **us** before **you** returned **home**.

m) Any claim resulting from a disease for which **you** did not have the recommended inoculations and/or took the recommended medication.

n) Any claim for additional travelling expenses if, in advance of **your trip**, **you** did not purchase a return ticket to **Malta**.

o) Any claim resulting from any medical condition of any of **your close relative, close business associate, travelling companion** or any other person upon whose health **your trip** depends and of which **you** were aware before **you** purchased **your policy** or booked **your trip** (whichever the later).

p) Anything contained in the General Exceptions.

SPECIAL CONDITION TO SECTION 1

All claims resulting from injury, illness, quarantine or death must be supported by medical reports or a death certificate (or both) confirming the necessity of cancelling or **abandoning your trip**.

COVER LIMIT

The most **we** will pay under this Section for each **insured person** is shown in the **Schedule**.

SECTION 2 MEDICAL EMERGENCY AND ASSOCIATED EXPENSES

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

- 1) Emergency medical treatment outside **Malta** and the country where **you** normally live 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.
- 4) The additional cost of returning **your** body or ashes to **your home**.
- 5) The cost of additional room only accommodation expenses (of a similar standard to the accommodation **you** had for **your trip**) if **you** are advised by a **doctor** that **you** should stay longer than **you** intended.
- 6) The additional cost of **your** returning **home** if **you** cannot use **your** return ticket to **Malta**.
- 7) The additional cost if it is medically necessary for **you** to return **home**.
- 8) The reasonable extra travel and room only accommodation costs, under items 5, 6 and 7 above, of one relative or friend who has to travel or stay with **you**, providing both a **doctor** and **we** believe it is necessary.

We will not cover:

- a) The first amount shown in the **Schedule** of each **insured person's** claim.
- b) Any claim for a medical condition if any **insured person** has travelled against the advice of a **doctor** or would be travelling against the advice of a **doctor** if they had taken such advice.
- c) Any claim for a medical condition if any of the following applied when **you** purchased **your policy** or booked **your trip** (whichever the later):
If **you**:

- i) had received advice, medication or treatment for any serious, chronic or recurring illness, injury or disease in the last 12 months unless **you** disclosed the condition to **us** and the position was accepted by **us** in writing.
- ii) were under investigation or awaiting results for any diagnosed or undiagnosed condition unless **you** disclosed the condition to **us** and the position was accepted by **us** in writing.
- iii) were on a waiting list for in-patient treatment or were aware of the need for in-patient treatment for any diagnosed or undiagnosed condition unless **you** disclosed the condition to **us** and the position was accepted by **us** in writing.
- iv) have been told **you** had a terminal illness.

d) Any claim for a medical condition where **you** have received medical advice for a potentially serious illness or injury between booking **your trip** and the departure date unless **you** disclosed the condition to **us** and the position was accepted by **us** in writing.

e) Any claim for a medical condition for which **you** were planning to obtain medical treatment during **your trip**.

f) Any claim for:

i) the cost of in-patient hospital treatment or going **home** early not authorised by **us** in advance.

ii) 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.

iii) any form of treatment that **your** treating **doctor** and **we** think can reasonably wait until **you** return to **Malta**.

iv) cosmetic surgery.

v) medication which, at the time **your trip** started, **you** knew that **you** would need while **you** were away.

vi) any additional costs because **you** have a single or private room.

vii) treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre.

viii) any treatment after **you** have returned to **Malta**.

g) Any claim arising from:

i) any anxiety state, depression, mental, nervous or emotional disorder which was diagnosed before **you** purchased **your policy** or booked **your trip** (whichever the later).

ii) pregnancy or childbirth where the expected date of delivery is less than 12 weeks (16 weeks in the case of a multiple pregnancy) before **your** commencement date of **your trip**.

iii) **your** taking part in any flying or other aerial activities of any kind other than as a fare paying passenger in a fully licensed passenger carrying aircraft.

- iv) **your** motorcycling as a rider or passenger on a machine over 125cc.
- v) **your** motorcycling as a rider or passenger on a machine 125cc or under unless **you** wear a crash helmet and, as a rider, **you** hold a valid motorcycle licence for the country in which it is being used.
- vi) any involvement in manual work of any kind.
- vii) participation in any **excluded activity/ties** unless otherwise shown as covered in **your policy schedule**.
- viii) participating in expeditions.
- ix) participating as a crewmember on a vessel travelling from one country to another.
- h) 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.
- i) Any claim resulting from a disease for which **you** had not had the recommended inoculations and/or not taken the recommended medication.
- j) Any claim arising from **your** suicide, attempted suicide, intentional self-injury or deliberate exposure to danger unless in an attempt to save someone's life.
- k) Any claim arising from **your** being under the influence of alcohol, solvents or drugs (except drugs prescribed by a doctor other than for the treatment of drug abuse).
- l) Anything contained in the General Exceptions.

COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the amount shown in the **Schedule**.

SECTION 3 - HOSPITAL BENEFIT

If **you** are claiming for medical expenses which are covered under Section 2 **we** will also pay **you** for the amount shown in the **Schedule** 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.

We will not cover:

Those exclusions listed under Section 2 above.

COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the amount shown in the **Schedule**

SECTION 4 - YOUR LIABILITY TO OTHERS

We will cover **you** against:

Legal liability for damages, claimant's costs and expenses arising from an accident during **your** trip if:

- i) anyone is accidentally injured, falls ill or dies,
or
- ii) property is accidentally lost or damaged.

We will also pay **your** defence costs and expenses if **we** agree 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 cover:

a) Any fines or exemplary damages (punishing or aimed at punishing the person responsible rather than awarding compensation) **you** have to pay.

b) Any liability arising from:

- i) someone being injured or falling ill or dying while they are working for **you**.
- ii) death of or injury to people who are members of **your** household or who are **your close relatives** or **your travelling companions**.
- iii) loss of or damage to property which belongs to **you** or is in **your** care.
- iv) loss of or damage to property which belongs to or which is in the care of members of **your** household or **your close relatives** or **your travelling companions**.
- v) the carrying out of contracts or the supplying of goods or services or **your** doing **your** job.
- vi) **your** involvement in manual work of any kind.
- vii) **your** owning or occupying any land or building except for **your** occupation of temporary holiday accommodation in which event **we** will not cover the amount shown in the **Schedule** of any claim.
- viii) **your** owning or using animals (except domestic animals), firearms, any aircraft of any description including unpowered flight, motorised vehicles, boats or other vessels of any description other than manually propelled watercraft, and any other form of motorised leisure equipment.
- ix) **your** taking part in any **excluded activity/ties** unless otherwise shown as covered in **your policy schedule**.

c) Anything contained in the General Exceptions.

COVER LIMIT

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

SECTION 5 - 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** return journey back to **Malta**,

we will pay **you**:

- 1) The amount shown in the **Schedule** for every full 12 hours period **you** are delayed.
- 2) **Your** unused travel and accommodation costs which **you** have paid or are legally contracted to pay but cannot get back if, 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.

we will not cover:

- a) Any claim caused by a strike or industrial action that was public knowledge when **your policy** was purchased or **your trip** was booked whichever is later.
- b) Any claim made for unused travel or accommodation arranged by using Air Miles or similar promotions.
- c) Any claim for refund of any costs for persons not named in this **policy**.
- d) Any claim for management fees, maintenance costs or exchange fees associated with timeshares or similar arrangements.
- e) Delay or abandonment caused by **your** failure to check in at **your** departure point on time.
- f) Anything contained in the General Exceptions.

SPECIAL CONDITION TO SECTION 5

Delay benefit under paragraph (1) will be worked out by taking the difference between the actual time of departure and the scheduled departure time. **You** must check in at the specified time and get written confirmation from the carrier or its handling agents of the actual date and time of departure together with the reason for the delay.

COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the maximum amount shown in the **Schedule**.

SECTION 6 - MISSED DEPARTURE

If, as a direct result of:

- 1) the interruption of scheduled public transport services, caused by labour disputes, civil disturbance, mechanical breakdown or bad weather,
or
- 2) the vehicle in which **you** are travelling is involved in an accident or breaks down,

you arrive at the final point of international departure too late to board the international transport by aircraft, ship or train on which **you** are booked to travel on **your** outward journey from **Malta** or on the final part of **your** return journey back to **Malta**,

we will cover **you** for:

the cost of reasonable extra accommodation and travel expenses to allow **you** to reach **your** destination.

we will not cover:

- a) any claim where the carrier has offered reasonable alternative transport.
- b) anything contained in the General Exceptions.

SPECIAL CONDITIONS TO SECTION 6

- i) **You** must do all **you** can to arrive at the international departure point on time.
- ii) In the case of a labour dispute, **you** will only be covered if the dispute is announced and begins during the **period of insurance**.
- iii) If **you** are claiming because the vehicle in which **you** are travelling is involved in an accident or because it breaks down, **you** must send **us** a repairer's report or police accident report to support **your** claim.

COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the amount shown in the **Schedule**.

SECTION 7 - PERSONAL ACCIDENT

We will cover **you** for:

Accidental bodily injury during **your** trip which directly results in **your**:

- a) death,
- b) **loss of one or more limbs** and/or the **total loss of sight** in one or both eyes,
- c) **permanent total disablement** after 104 weeks (except where compensation is paid under (b) above),

We will not pay for:

- a) Any claim for sickness, disease, nervous shock or naturally occurring condition or degenerative process.
- b) Any claim arising from:
 - i) **your** taking part in any flying or other aerial activities of any kind other than as a fare paying passenger in a fully licensed passenger carrying aircraft.

- ii) **your** motorcycling as a rider or passenger on a machine over 125cc.
 - iii) **your** motorcycling as a rider or passenger on a machine 125cc or under unless **you** wear a crash helmet and, as a rider, **you** hold a valid motorcycle licence for the country in which it is being used.
 - iv) **your** involvement in manual work of any kind.
 - v) **your** participation in any **excluded activity/ties** unless otherwise shown as covered in **your policy schedule**.
 - vi) **your** participating in expeditions.
 - vii) **your** participating as a crew member on a vessel travelling from one country to another.
 - viii) **your** suicide, attempted suicide, intentional self-injury or deliberate exposure to danger unless in an attempt to save someone's life.
 - ix) **your** being under the influence of alcohol, solvents or drugs (except drugs prescribed by a doctor other than for the treatment of drug abuse).
- c) Any claim arising from **your** disappearance because **your** body has not been found within one year of its disappearance unless:
- i) **we** are satisfied that **you** had sustained **accidental bodily injury** resulting in **your** death and
 - ii) the person to whom payment will be made agrees in writing to refund to **us** the amount paid if **you** are found to be living.
- d) Anything contained in the General Exceptions.

SPECIAL CONDITIONS TO SECTION 7

- i) The death or disability must happen within one year of the accident.
- ii) **You** can only claim for one item under this Section.
- iii) The benefits will be payable to **you** or **your** legal representative.

COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the amount shown in the **Schedule**.

SECTION 8 - PERSONAL BELONGINGS

We will cover you:

If during **your trip** you accidentally lose **your personal belongings** or if they are stolen or accidentally damaged for the cost to replace or repair them after deducting for wear and tear and depreciation if applicable.

We will not cover:

- a) The first amount shown in the **Schedule** of each **insured person's** claim. However, the most **you** will have to pay if two or more **insured persons** claim from the same event is the amount shown in the **Schedule**.
- b) Loss of, damage to or theft of **personal belongings** which **you** have left **unattended** unless there is evidence of forcible and violent entry into a locked room, or in a safe or in a locked boot of a locked vehicle.
- c) Damage to suitcases unless they are no longer usable.
- d) Household goods or anything shipped as freight or under a bill of lading.
- e) 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.
- f) Loss of, damage to or theft of contact or corneal lenses, or dental or medical fittings including artificial limbs.
- g) Loss of, damage to or theft of pedal cycles.
- h) Loss of, damage to or theft of laptop computers.
- i) Loss of value, damage caused by moths and vermin, atmospheric conditions, mechanical failure or any process of cleaning, repairing or restoring.
- j) 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.

k) Loss or theft of or damage to **valuables** **you** are not carrying with **you** unless **you** have kept them in a safe or a safety deposit box or locked accommodation.

l) Bonds, securities or documents of any kind.

m) Winter sports equipment.

n) Sports equipment which is damaged or broken whilst being used.

o) Any goods delayed, detained or confiscated by customs or other officials.

p) Items used in connection with **your** job.

q) Films, cassettes, cartridges or disks other than for their value as unused material unless purchased pre-recorded in which event **we** will pay up to the retail list price.

r) Perishable goods, bottles, cartons or any other loss caused by their breakage.

s) Damage to musical instruments not kept in locked hard-shelled cases.

t) Anything contained in the General Exceptions.

SPECIAL CONDITIONS TO SECTION 8

- i) **You** must take reasonable care to keep **your personal belongings** safe.
- ii) If **your personal belongings** are lost or damaged by an authority, a transport company or hotel, you must report details of the loss or damage to them in writing and obtain their written confirmation.
- iii) In the event of **your personal belongings** being lost or damaged by an airline, **you** must obtain a property report, give written notice and keep a copy of the claim to the airline within the time limit specified in their conditions of carriage but in any event within 3 days and keep all travel tickets and tags if **you** claim under this **policy**.
- iv) In the event of **your personal belongings** being lost or stolen, **you** must take all reasonable steps to recover them.
- v) **You** must be able to prove that **you** were responsible for the lost, stolen or damaged items and how much they are worth. If **you** are unable to do so, it may affect **your** claim.
- vi) **We** will settle any claim at our option by payment or replacement. **We** will settle claims for **personal belongings** based upon their value at the time of their loss or damage. **We** will not pay the cost of replacing them with new items and **we** will not pay more than the original purchase price of any lost or damaged item.
- vii) In the event of **your** also making a claim under Section 9, Delayed Luggage, this amount will be deducted from the amount claimed under this Section.

COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the amount shown in the **Schedule for Personal Belongings, Limit Any One Article or Pair and Valuables**.

SECTION 9 - DELAYED LUGGAGE

We will cover you for:

The purchase of essential items if **your** luggage is temporarily lost on the outward journey and **you** are without it for more than 12 hours.

We will not cover:

- a) Any claim for luggage delayed, detained or confiscated by customs or other officials.
- b) Anything contained in the General Exceptions.

SPECIAL CONDITIONS TO SECTION 9

- i) To claim under this Section, **you** must keep the receipt of anything **you** purchase and get written confirmation from the carrier of the number of hours **you** were without **your** luggage.
- ii) Any amount payable under this Section will, in the event of **your** luggage being permanently lost, be deducted from the amount payable under Section 8.

COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the amount shown in the **Schedule**.

SECTION 10 - LOSS OF PASSPORT

We will cover **you**:

If **your** passport or visa is lost or stolen whilst **you** are abroad, for the necessary and reasonable extra travel, accommodation and communication expenses **you** have to pay in order to obtain a temporary passport or visa and the actual cost of temporary documents.

We will not pay for:

- a) Any loss or theft of your passport or visa which **you** do not report to the police and obtain a written report from them within 24 hours of discovery.
- b) Any loss or theft of **your** passport or visa whilst it is **unattended**.
- c) Anything contained in the General Exceptions.

SPECIAL CONDITIONS TO SECTION 10

You must always take reasonable care to keep **your** passport and visa safe. If **your** passport or visa are lost or stolen, **you** must take all reasonable steps to recover them.

COVER LIMIT

The most we will pay under this Section for each **insured person** is the amount shown in the **Schedule**.

SECTION 11 - PERSONAL MONEY

We will pay you:

If **your personal money** is lost or stolen during **your trip**.

We will not pay for:

- a) The first amount shown in the **Schedule** of each **insured person's** claim. However, the most **you** will have to pay if two or more **insured persons** claim from the same event is the amount shown in the **Schedule**.
- b) Any loss or theft which **you** do not report to the police and obtain a written report from them within 24 hours of discovery.
- c) Any **personal money** which is delayed, detained or confiscated by customs or other officials.
- d) Bonds, securities or documents of any kind.
- e) Loss or theft of **personal money** not carried in **your** hand luggage whilst **you** are travelling.
- f) Loss or theft of **personal money** whilst it is **unattended**.
- g) Shortages due to a mistake, or loss due to a change in exchange rates.
- h) Loss or theft of travellers' cheques if **you** have not complied with the issuer's conditions or where the issuer provides a replacement service.
- i) Anything contained in the General Exceptions.

SPECIAL CONDITIONS TO SECTION 11

- i) **You** must always take reasonable care to keep your **personal money** safe. In the event of **your personal money** being lost or stolen, **you** must take all reasonable steps to recover it.
- ii) **You** must be able to prove that **you** own the lost or stolen **personal money** and how much it is worth. If **you** are unable to do so, it may affect **your** claim.

COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the amount shown in the **Schedule**.

SECTION 12 - HIJACK

We will cover you for:

The amount shown in the **Schedule** for each and every completed period of 24 hours that **you** are restrained in the event of hijack of the transport on which **you** are travelling.

We will not cover you:

For any claim which is not substantiated by a report from the authorities concerned showing full details of the event.

GENERAL EXCEPTIONS

These General Exceptions Apply to All Sections of the Policy

1 Radioactive Contamination and Sonic Bangs

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

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. Loss or damage and liabilities due to or arising from chemical and biological substances not used for peaceful purposes are also excluded.
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
- d) pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

2 Nuclear Energy Risks

We will not pay for any loss damage liability or expense 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:

- i) 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.
- ii) All Property, on any site (including but not limited to the sites referred to in i) above) used or having been used for:
 - a) The generation of nuclear energy; or
 - b) The Production, Use or Storage of Nuclear Material
- iii) 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.
- iv) 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 fission outside a Nuclear Reactor, either alone or in combination with some other material; and

ii) Radioactive Products or Waste.

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

"Nuclear Installation" means:

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

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

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

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

"High Radioactivity Zone or Area" means:

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

3 War

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

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

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

4 Pollution or Contamination

We will not pay for any loss, damage, liability, cost or expenses of any kind caused directly or indirectly by pollution or contamination which:

- i) was caused by an intentional act, or
- ii) was expected or should have been expected, or
- iii) was not caused by a sudden incident, or
- iv) did not occur during any period of insurance.

5 Existing Damage

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

6 Computer Viruses and Data Change

This insurance does not cover:

- i) loss or destruction of or damage to any property or any loss or expense resulting from or arising from such damage or any other consequential loss sustained by you,
- ii) any legal liability of whatsoever nature,
- iii) any death, bodily injury or illness.

directly or indirectly caused by, contributed to by, or consisting of or arising from the failure or inability of

- a) computer or auxiliary equipment,
- b) computer system software, program or spreadsheet,
- c) data processing equipment, media or auxiliary equipment,
- d) microchip, integrated circuit or similar device,
- e) telecommunications equipment or systems,
- f) any other system for processing, storing, transmitting, retaining or returning data,

whether your property or not and occurring before, during or after the year 2000 to

- i) correctly recognize any date as its true calendar date or its true value,
- ii) capture, save or retain and/or correctly manipulate, interpret, transmit, return or process any data or information or command or instruction as a result of treating any data otherwise than its true calendar date or its true value,
- iii) capture, save, retain or correctly process any data as a result of the operation of any command or logic which has been programmed or incorporated into anything stated in (a) to (f) above being a command or logic which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

GENERAL CONDITIONS

These General Conditions Apply to All Sections of the Policy

1 Automatic 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 30 days. In this event **we** shall continue to pay medical treatment under Section 2 subject to a maximum amount shown in the Table of Compensation for the **Plan** which **you** have selected as specified in the **Schedule**, for this period or such extension of this period as is medically certified as being necessary.

2 Type of Travel

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

3 General

- a) **We** will provide cover under this **Policy** only if the material information **you** gave **us** when applying for insurance or when making a claim, either by speaking to **us** or in any document, is true as far as **you** know.
- b) To be covered by this insurance, **you** must keep to the terms, conditions and **endorsements** of this **Policy**.

4 Your Duty to Prevent Loss or Damage

You must do all that **you** reasonably can to prevent loss or damage to property which is insured under this **Policy**.

5 Claims Procedure

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

- a) tell **us** immediately and provide at **your** own expense all the information and help **we** need,
- b) tell the police immediately about any property which has been lost, stolen or maliciously damaged,
- c) do all **you** reasonably can to recover any lost or stolen property,
- d) tell the issuing authority immediately about any lost or stolen **credit or debit cards**,
- e) forward **us** immediately and unanswered any writ, summons or other legal documents served on **you** or any **insured person** in connection with any claim for legal liability arising from injury or damage,
- f) not discuss, admit, reject or negotiate on any claim with anyone else without **our** written permission.

6 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.

7 Rights and Responsibilities

- a) Following the settlement of any claim, any salvage becomes **our** property. **You** must not, however, abandon property to **us** but await **our** instructions as to its disposal.
- b) **We** may take over and conduct in **your** name with complete and exclusive control the defence or settlement of any claim.
- c) **We** may at our expense and for **our** own benefit start legal action in **your** name to recover compensation from others in respect of any amounts paid or payable under this **policy**.
- d) For any claim or series of claims arising from one event involving legal liability covered by this **policy**, **we** may either pay up to the limit shown in the **Schedule** less any amounts previously paid or any lower amount for which **we** can settle your claim. Once **we** have made the payment, **we** will have no further liability for **your** claim.

8 Contribution of Other Insurances

If any loss, damage or liability which **you** are claiming for under this **Policy** is covered by any other insurance, **we** will pay only **our** proportionate share of that claim.

9 Arbitration

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

10 Maltese Jurisdiction Clause

The cover provided by this **Policy** shall apply only to judgments or orders which are delivered by or obtained from a Court within the **Maltese** Islands or from a Court within such other European Union member state which according to applicable European Union Regulations would have jurisdiction to hear the case. This cover will not apply to a judgment or order obtained in the **Maltese** Islands for the enforcement of a judgment obtained elsewhere (other than in such other European Union member state as aforesaid) or to costs and expenses of litigation recovered by any claimant from **you** for litigation not incurred in the **Maltese** Islands or in such other European Union member state.

OUR COMPLAINTS PROCEDURE

Middlesea Insurance p.l.c. is committed to providing good quality services. We recognise however, that clients 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. We distinguish complaints from queries; queries are challenges to specific decisions, in specific circumstances.

We will deal with your complaint

We do not look on complaints as unwanted. In fact, they may help us to see where our services or procedures might be improved. So do let us know when you feel we have made a mistake or done something which you find unsatisfactory. Even if you do not think your particular concern amounts to a 'complaint' we would still like to know about it. You will help us to improve our service further.

How to complain

Step 1: Contacting us.

The first step is to talk to a member of Middlesea Insurance p.l.c. staff or its Agents if your policy has been arranged through them. This can be done informally, either directly or by telephone.

Usually, the best staff member 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 ask for the Manager or Senior Person responsible. We will seek to resolve the problem immediately. If we cannot do this, for example then we will take a record of your concern and arrange the best way and time for getting back to you. This will normally be within two working days.


Step 2: Taking your complaint further.

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

Once the Complaints Officer receives a written complaint, he will arrange for it to be fully investigated. Your complaint will be acknowledged in writing within five working days of receiving it and the letter will say when you can expect a full response. This should normally be within three weeks 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 tell you when we expect to provide you with a full response.

Taking your complaint outside the organisation

If you are still not satisfied with the Complaint's Officer's response, you can always seek advice from outside the organisation. You may contact the Complaints Manager at the Malta Financial Services Authority.



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Middlesea Insurance p.l.c. is authorised by the Malta Financial Services Authority to carry on both Long Term and General Business under the Insurance Business Act, 1998.