

 **MAPFRE | MIDDLESEA**

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

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

TRAVEL INSURANCE POLICY

Thank you for choosing MAPFRE Middlesea Plc. You should read these documents and check them carefully to ensure they provide you with the cover you require. It is important that you advise us immediately whenever any changes occur that affect what you have told us.

This Policy, Schedule and Endorsement(s) (if any) together are evidence of the contract between you and MAPFRE Middlesea p.l.c. based on the information given to us and the declaration made on the proposal form. In return for receiving and accepting the premium, we will provide insurance within the Travel Destination noted in the Schedule in accordance with the terms and conditions of this Policy.



JAVIER MORENO GOZALEZ
PRESIDENT &
CHIEF EXECUTIVE OFFICER



OLIVA DARMANIN
CHIEF OFFICER TECHNICAL

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

Contract and Jurisdiction Clause

Unless both **you** and **we** agree otherwise, this contract of insurance is **Maltese** and is governed by and according to Maltese Law and is subject to the exclusive jurisdiction of the Maltese Courts. With regards to the cover provided and the indemnity payable under this **Policy** we will pay only in respect of judgements, orders or awards that are delivered by or obtained from a court within **Malta** or within the territory where the incident occurred subject to the **Travel Destination** noted in the **Schedule** or in accordance with the applicable law, whichever shall prevail.

Health Warranty

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

Worldwide Emergency Assistance

In the event of a claim under Sections 2 (Emergency Medical and Associated Expenses and Hospital Benefit) and 6 (Personal Accident) of this **Policy** **you** may contact **our** Assistance Centre on the telephone number stated in the **Schedule**.

Policy Cover Limits

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

Global/ European Health Insurance Card

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

If **you** lodge a valid claim and **your** medical expenses have been reduced because of the use of a Global/European Health Insurance Card or private health insurance, **we** will not apply the deduction of the **excess** under Section 2 - Emergency Medical and Associated Expenses and Hospital Benefit.

TABLE OF CONTENTS

DEFINITIONS.....	1
SECTION 1 – CANCELLATION AND ABANDONMENT	4
SECTION 2 – EMERGENCY MEDICAL AND ASSOCIATED	5
EXPENSES AND HOSPITAL BENEFIT.....	5
SECTION 3 – DELAYED OR MISSED	6
DEPARTURE AND HIJACK.....	6
SECTION 4 – YOUR MONEY, BELONGINGS, TRAVEL DOCUMENTS AND RENTAL VEHICLE EXCESS	7
SECTION 5 – YOUR LIABILITY TO OTHERS.....	9
SECTION 6 – PERSONAL ACCIDENT	9
STANDARD EXTENSION	10
OPTIONAL EXTENSIONS	10
GENERAL EXCLUSIONS	12
GENERAL CONDITIONS.....	17
OUR COMPLAINTS PROCEDURE	19

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 means 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 means returning to **your home** before the scheduled return date or by attending a hospital abroad in excess of 48 hours as an in-patient.

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

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

Close Business partner/s or associate/s means someone **you** work with in **Malta** and whose absence from work for one or more days at the same time that **you** are also absent from, prevents the business from running properly. This has to be approved and agreed by a director of **your** Business.

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 all devices that require voltage and power to operate and their related accessories and peripheral equipment.

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** or is deducted from **your** claim settlement amount.

Hijack means when an aircraft, ship, or vehicle in which **you** are travelling is unlawfully seized whilst in transit and forced to go to a different destination or the hijacker uses it for his own purposes and advantage, or as an act of terrorism.

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

Manual Work means physical work, irrespective whether it is carried out by unskilled or skilled workers.

Medical Condition means any disease, illness or injury.

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

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

Period of insurance means the period of the **trip** which starts from when **you** leave **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**. However, 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** and ends when **you** begin **your trip**.

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

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

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

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

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, details of any extensions or **endorsements** and any other relevant details.

Secure Luggage Area means any of the following, as and where appropriate:

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

Total Loss of Sight means complete and permanent loss of sight from one or both eyes.

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

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

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

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

SECTION 1 – CANCELLATION AND ABANDONMENT

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

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

due to:

- i. **you** or **your travelling companion, your close relative** or **your close business partner/s or associate/s** is seriously injured, falls seriously ill, is quarantined or dies;
- ii. **you** or **your travelling companion** is called for jury service or as a witness in a **Maltese** court of law during the **period of insurance**;
- iii. **you** or **your travelling companion** is involuntarily made redundant and registered as unemployed with the local authorities;
- iv. **your home** or that of **your travelling companion** is made unfit to live in by fire, explosion, storm, flooding or impact by aircraft which happen after **you** have purchased this **Policy** or booked **your trip**, whichever is the later;
- v. **you** or **your travelling companion** being required by the police authorities to stay at **home** or at the place of work as a result of burglary, theft or vandalism at either of the premises;
- vi. **you** or **your travelling companion** are members of the armed forces, police force, fire, nursing or ambulance service or employees of the Government of Malta and **your** authorised leave is withdrawn or cancelled and such withdrawal or cancellation could not have been reasonably expected at the time of purchasing this **Policy**;
- vii. the **trip** is unavoidably cancelled due to a strike or labour disturbance or as a result of the departure from **Malta** being delayed for at least 24 hours;
- viii. **your trip** is unavoidably cancelled due to an avalanche, earthquake, volcanic eruption, tsunami, explosion, fire, landslide, storm or flood that renders the accommodation **you** are staying in abroad uninhabitable;
- ix. adverse weather conditions that cause the complete cessation of services of **your** cruise liner for at least 48 consecutive hours;
- x. additional expenses incurred following the accommodation in which **you** are staying is declared as unsafe by the authorities;
- xi. **your trip** by air or sea is cancelled due to extreme weather conditions, natural catastrophes or labour strikes provided that such cancellation could not have been reasonably expected at the time of purchasing this **policy**.

We will not pay any claim:

- i. for redundancy caused by misconduct, resignation or voluntary redundancy or if **you** or **your travelling Companion** knew of the redundancy before this **Policy** was purchased or

- the **trip** was booked, whichever is the later;
- ii. if **you** or **your travelling companion** not wanting to travel;
- iii. arising from **your** or **your travelling Companion** not having the correct passport, visa or other travel or entry documents;
- iv. for additional travelling expenses if, in advance of **your trip**, a return ticket to **Malta** was not purchased;
- v. resulting out of a **medical condition** which **you, your travelling companion** or any other person whose health **your trip** depends on, were aware of, when this **Policy** was purchased or the **trip** was booked;
- vi. for Cancellation or **Abandonment** of the **trip** due to **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**;
- vii. if **you** fail to notify the travel agent, tour operator or provider of transport/accommodation immediately it is found necessary to cancel or **abandon** the **trip**. **Our** liability shall be solely restricted to the cancellation/**abandonment** charges that would have applied had such failure not occurred;
- viii. for unused travel and accommodation expenses that **you** have received a refund /voucher for from the airlines, hotel, travel agent or other supplier;
- ix. all circumstances including **pre-existing medical conditions** excluded by the Health Warranty in the **Policy** known to **you** prior to the date this insurance is effected by **you** which could reasonably have been expected to give rise to cancellation or **abandonment** of the **trip**.

SECTION 2 – EMERGENCY MEDICAL AND ASSOCIATED EXPENSES AND HOSPITAL BENEFIT

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

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

B. In addition, **we** will also pay **you** the amount shown in the **Schedule**:

- a. for every 24 hours **you** are being treated as an in-patient in a hospital outside **Malta** towards incidental expenses **you** have to pay such as telephone calls;
- b. for additional treatment required in **Malta** within a maximum period of 3 months after **your** booked return date.

We will not pay any claim for:

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

Specific Condition to this Section:

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

SECTION 3 – DELAYED OR MISSED DEPARTURE AND HIJACK

A. Delayed Departure

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

- a. the amount shown in the **Schedule** for every 8 hour period **you** are delayed;
- b. **your** unused travel and accommodation expenses which **you** have already paid or contracted to pay and which **you** cannot get back after **you** have been delayed for more than 24 hours on **your** outward journey from **Malta**, **you** choose to **abandon your trip**;
- c. the unused kennel or cattery fees which **you** cannot get back;
- d. any additional accommodation costs **you** may incur following the delay.

B. Missed Departure

We will cover **you** for:

1. the extra travel costs (economy class only) and flight change fees, and the extra accommodation cost (excluding accommodation costs incurred in **Malta**), **you** have to pay, if in order to continue **your trip** **you** arrive at the point of departure too late to board the ship, aircraft or train in which **you** are booked to travel as a direct result of:

- a. the interruption of scheduled transport service caused by mechanical breakdown, labour or civil disturbances, extreme weather conditions or natural catastrophes, provided that such cancellation could not reasonably have been expected at the time of purchasing this **Policy**;
- or
- b. the vehicle in which **you** are travelling is involved in an **accident** or breaks down;
- or
- c. delay to a connecting scheduled flight in excess of one hour;
2. reimbursement for flight change fees if due to an **accident** or breakdown occurring ahead of **you** on a motorway or dual carriage way cause an unexpected delay to the vehicle in which **you** are travelling;
 3. reimbursement of flight change fees if **you** are denied boarding the flight **you** are booked to travel on, due to overbooking of passengers.

C. Hijack

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

We will not pay for:

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

Specific conditions to this Section:

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

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

We will pay **you**:

- A. for loss of **your personal money** and financial loss arising from any **credit and debit cards** issued in **Malta** to **you** being stolen or **accidentally** lost and subsequently used by someone other than **you** during **your trip**;
- B. today's cost to repair or replace (less an appropriate deduction for wear and tear and depreciation if applicable) **your personal belongings** if during **your trip** these are **accidentally** damaged, lost or stolen;

- C. the cost to purchase essential items if **your** luggage is temporarily lost on the outward journey and **you** are without it for more than 8 hours, provided written confirmation issued by the carrier is obtained and sent to **us**, confirming the number of hours the luggage was delayed. If the loss is permanent the amount paid will be deducted from the final amount to be paid under this section;
- D. reasonable and necessary extra travel, accommodation and communication expenses in order to obtain temporary or replacement travel documents if such are **accidentally** damaged, lost or stolen whilst **you** are abroad;
- E. for the rental vehicle policy excess or the cost of repairing the vehicle, whichever is the lower, if **you** are involved in an **accident** with a rented vehicle or if such vehicle is stolen during **your trip**.

We will not pay for:

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

SECTION 5 – YOUR LIABILITY TO OTHERS

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

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

In the event of **your** death, **we** will also cover **your** legal personal representatives in respect of **your** liability covered by this **Policy** provided that **your** legal personal representatives observe the terms of this **Policy** so far as they can apply.

We will not pay for or cover any liability arising from:

- i. any fines, penalties, punitive, exemplary, aggravated, liquidated damages or compensatory damages;
- ii. someone being injured or falling ill or dying while they are working for **you** or being employed by **you**;
- iii. death of or injury to people who are members of **your** household;
- iv. loss of or damage to property which belongs to **you** or is in **your** care or which belongs to or is in the care of members of **your** household;
- v. the carrying out of contracts of the sale or supply of goods or services or **your** doing **your** job, occupation or business;
- vi. **your** owning or occupying any land or building or **your** occupation of temporary holiday accommodation;
- vii. liability which has been assumed by **you** under agreement unless the liability would have attached in the absence of such agreement.

SECTION 6 – PERSONAL ACCIDENT

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

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

We will not pay for any claim:

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

STANDARD EXTENSION

If before the expiry of the **period of insurance you** are prevented, due to **your bodily injury** or illness, from making **your** intended return journey, the duration of this **Policy** is extended automatically without additional premium for up to a maximum of 30 days. In this event **we** shall continue to pay medical treatment under Section 2 (Emergency Medical and Associated Expenses and Hospital Benefit) of this **Policy** subject to the maximum amount shown in the Benefits and Limits for the **plan you** have selected as specified in the **Schedule**, for this period or such extension of this period as is medically certified as being necessary.

OPTIONAL EXTENSIONS

1. Winter Sports Extension

If **you** have paid the appropriate additional premium and 'Winter Sports Extension' is shown as 'yes' in the **Schedule**, it is hereby declared and agreed that notwithstanding exclusion xv. under the General Exclusions section, the **Policy** is extended to cover winter sports and the use of dry ski-slopes. However, the following winter sports activities shall remain excluded; off piste skiing without a guide, skiing against local authoritative warning or advice, ski-racing, ski-boarding, ski stunting, free-style skiing, Nordic skiing, ice hockey, bobbing, heli skiing, ski acrobatics, ski flying, ski jumping, ski mountaineering, snowcat skiing, snow carting, snow mobilizing or the use of bob sleighs, luges or skeletons.

2. COVID-19 Extension

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

Section 1 – Cancellation and Abandonment

Cover under this Section is extended to include:

- A. 1. Cancellation expenses if **you** or **your travelling companion** or **your close relative(s)** or persons hosting the **insured persons**, die, fall ill, must quarantine or is forced to self-isolate due to **COVID-19**. Cover is applicable subject to any of the above persons having a positive **COVID-19** test result confirmed within 14 days of the departure date of the **insured persons** from **Malta**.
2. Cancellation expenses if **you** or **your travelling companion** are denied departure from **Malta** because **you** are showing symptoms for **COVID-19**, subject to:
 - i. **Your** transport or accommodation provider not reimbursing **you** or offering alternative dates; and
 - ii. Written evidence from **your** transport provider that **you** or **your travelling companion** have been denied boarding due to potential **COVID-19** infection; and
 - iii. A positive **COVID-19** test result being confirmed within the 24 hours after being denied boarding or not permitted to continue the **trip**, at **your** expense.

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

Section 2 – Emergency Medical and Associated Expenses and Hospital Benefit

Cover under this Section is extended to include:

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

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

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

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

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

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

GENERAL EXCLUSIONS

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

- i. the **excess(es)** shown in the **Schedule**;
- ii. costs, expenses or fees for preparing any claim **you** make under this **Policy**;
- iii. any claim made because **you** did not enjoy **your trip**;
- iv. any claim for refund of any costs for persons not named in this **Policy**;

Asbestos

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

Banned Travel

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

Computers viruses

- vii. a. direct or indirect loss or damage caused by computer viruses or to equipment which fails correctly to recognise data representing a date in such a way that it does not work properly or at all;

b. legal expenses, legal benefits and/or legal liability arising from computer viruses or from equipment which fails correctly to recognise data representing a date in such a way that it does not work properly or at all;

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

Consequential Loss

- viii. consequential loss of any kind;

Deception and confiscation

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

Excluded Activities

- xii. engaging in sports of any kind, whether organised team sport or not, except when this is practised as an amateur. For the purpose of this exclusion, amateur shall mean a person who receives no financial gain from a payment for participation in the sport other than the reimbursement of reasonable travel expenses and other out of pocket expenses;
- xiii. rock-climbing or mountaineering which requires the use of ropes or guides, potholing, parachuting, hand-gliding, coasteering or similar activities, rafting or canoeing involving white water rapids, bungee jumping, sky diving or similar activity, jet skiing, kayaking, tubing, or sub aqua diving except scuba diving of less than 15 metres depth if suitably qualified or if supervised by a professional instructor;
- xiv. engaging in or practicing for speed or time trial, sprints or racing of any kind (other than on foot), motor rallies and motor competitions;
- xv. engaging in winter sports or the use of dry ski-slopes;
- xvi. **you** 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;
- xvii. **you** motorcycling as a driver or passenger on a machine in excess of 125cc;
- xviii. **you** motorcycling as a driver or passenger on a machine not in excess of 125cc unless **you** wear a crash helmet and, as a driver, **you** hold a valid driving license for the country in which it is being used;
- xix. **you** involvement in **manual work** of any kind;
- xx. **you** participation in expeditions or other activities excluded by the **Policy** unless otherwise showed as covered in the **Schedule**;
- xxi. **you** participating as a crew member on a vessel travelling from one country to another;
- xxii. **you** owning or using animals (except domestic animals), firearms, any aircraft of any description including unpowered flight, motorized vehicles, boats or other vessels of any description other than manually propelled watercraft, and any other form of motorized leisure equipment;

General Exclusion for Pandemics

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

Maintenance, Warranty and Gradually Operating Losses

- xxiv. costs and expenses in connection with maintenance services or for which a manufacturer, supplier or service provider is responsible under warranty or contract;
- xxv. loss or damage which happens gradually or is caused by subsidence, heave or landslip;
- xxvi. loss or damage caused by or resulting from rust, corrosion, wet or dry rot, mould, vermin, insects, fungus, deterioration or wear and tear, movement, settlement or shrinkage, defect in construction or installation, faulty design, latent defects or poor workmanship or the use of faulty materials, depreciation, loss of value, atmospheric or climatic conditions, the action of light, ingress of water, any gradually operating cause, process of cleaning, washing, repair, alteration or restoration, mechanical or electric breakdown;

Medical Exclusions

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

Pairs and Sets

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

Police or Armed Forces

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

Radioactive Contamination

- xxxix. any loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; loss or damage and liabilities due to or arising from chemical and biological substances not used for peaceful purposes are also excluded;
 - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - c. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - d. any chemical, biological, bio-chemical or electromagnetic weapon;

Sanction Limitation and Exclusion Clause

- xl. any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction,

prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states;

Seepage, Pollution and Contamination

- xli. a. personal injury or **bodily injury** or loss or damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this General Exclusion xli. shall not apply to liability for personal injury or **bodily injury** or loss of or physical damage to or destruction of tangible property or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the **period of insurance**;
- b. the cost 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**;
- c. fines, penalties, punitive or exemplary damages arising therefrom;

Sonic Booms

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

Terrorism

- xliii. loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, terrorism shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organization(s) or government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **you**. In the event any portion of this exclusion is found to be invalid or enforceable, the remainder shall remain in full force and effect.

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

Time Share, Schemes and Promotions

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

Unmanned Aerial Vehicle

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

War or War-like Operations

- xlviii. loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following:
 - a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not);
 - b. civil war, military rising, insurrection, civil commotion assuming the proportions or amounting to an uprising, rebellion, revolution, military or usurped power, martial law or looting or pillaging in connection therewith;
 - c. confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public authority or any act or condition incident to any of the above.

GENERAL CONDITIONS

1. Disclosure and Observance of Conditions

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

2. Identification

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

3. Precautions

You must do all that **you** reasonably can to prevent loss or damage to property insured under this **Policy** and to maintain such property in a sound condition.

4. Claims Procedure (Your duties)

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

- a. notify **us** with full details in writing as soon as possible, within 15 days once **you** return to **Malta**, following the discovery of any loss which may give rise to a claim under this **Policy**. Claims for Cancellation or Curtailment of the **trip** must be notified to **us** immediately **you** become aware of any reason why the **trip** may be cancelled or curtailed. **You** must also inform **us** immediately if **you** know of any legal action against **you**. Any letter or document which relates to a claim must be sent to **us** straight away;
- b. tell the police immediately about any property which has been lost, stolen or maliciously damaged;
- c. advise the airline, carrier or transport company of the loss of or damage to **your** luggage within the time limit set out in their conditions of carriage, obtain a Property Irregularity Report detailing the list of items missing and/or damaged, keep all damaged items, travel tickets and tags as they will be needed to make a claim under this **Policy**;
- d. tell the issuing authority immediately about any lost or stolen **credit and debit cards**;
- e. forward **us** immediately and unanswered any writ, summons or other legal documents served on **you** or **your** family in connection with any claim or legal liability arising from injury or damage;
- f. not discuss, admit, reject or negotiate on any claim with anyone else without **our** written permission.
- g. all certificates, information and evidence which **we** may require must be supplied at **your** expense or the expense of **your** legal representative. If **your** claim is for **bodily injury** or illness, **we** may request, and will pay for, a medical examination. **We** may also request, and will pay for, a post mortem examination if **you** die.

5. Claims Procedure (Company's Rights)

- a. **We** may refuse to reimburse **you** for any expenses for which **you** cannot provide receipts or bills.
- b. 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.
- c. **We** may take over and conduct in **your** name with complete and exclusive control, the defense or settlement of any claim.
- d. **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**.

- e. 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.
6. **Arbitration**
If **we** disagree about the amount to be paid under this **Policy** (liability being otherwise admitted), **you** and **we** have the right to refer to arbitration. **We** will write to **you** to inform **you** of this option and 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.
7. **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.
8. **Contribution**
If any loss, damage or liability which **you** are claiming for under this **Policy** is covered by any other insurance, **we** will pay only **our** proportionate share of that claim. This condition does not apply to Section 6 – Personal Accident.
9. **Cancellation (Your Rights)**
You may cancel this **Policy** within 14 days from the date of issue of **your Policy** or receipt of the terms and conditions. Provided that the **Policy** is paid in full and that **you** have not travelled and there has been no claim or incident likely to give rise to a claim, **we** will refund **you** the **Policy** premium **you** have paid but not the government stamp duty. If a claim has been submitted, there is an incident likely to give rise to a claim, or **you** cancel the **Policy** after 14 days from the date of issue of **your Policy** or receipt of the terms and conditions, no refund will be given. Notification in writing together with the **Policy Schedule** must be sent to us.
10. **Cancellation (Our Rights)**
a. **We** may cancel this **Policy** by sending **you** a registered letter giving **you** 7 days' notice to **your** last known address. **You** will not get a refund of the premium.
b. **We** may also cancel the **Policy** immediately at **our** discretion and without notice if **you** do not pay the premium. **You** will not get a refund for any part payments already made.

OUR COMPLAINTS PROCEDURE

We are committed to providing good quality services. **We** recognise that a client may not be satisfied with the service provided. To deal with this **we** have a complaints procedure. For the sake of clarification, a complaint is broadly defined as being a written expression of dissatisfaction with services that **we** provide or actions **we** have taken that require a response.

HOW TO COMPLAIN

STEP 1 – CONTACTING US

The first step is to talk to a member of **our** personnel or of **your** 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, 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 **our Company** to take notes of the complaint which **you** will be then asked to sign. **You** will be provided with a copy for **your** own reference. This record will be passed promptly to the Complaints Officer to deal with.

Once the Complaints Officer receives a written complaint, s/he will arrange for it to be fully investigated. The complaint will be acknowledged in writing within five working days of receiving it and the letter will state when **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
First Floor
St Calcedonius Square
Floriana FRN1530
Malta
Telephone: 8007 2366 or 21249245
E-mail: complaint.info@financialarbiter.org.mt
Website: www.financialarbiter.org.mt

The Office of the Arbiter will expect that **you** have a final reply to **your** complaint from **us** before approaching them.

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